

THE LOUISIANA HISTORICAL QUARTERLY

Vol. 11, No. 1

January, 1928



Entered as Second Class mail matter June 6, 1917, at the post office at New Orleans, La.,
under Act of August 24, 1912.

Subscription \$2.00 per annum, payable in advance. Address Louisiana Historical Quarterly,
Cabildo, New Orleans, La.

Ramires-Jones Printing Co.
Baton Rouge, La.
1928.

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THE EARLY HISTORY OF THE LOUISIANA STATE UNIVERSITY

AND
SUBSEQUENT HISTORY OF ITS SITE "CAMP STAFFORD," IN
RAPIDES PARISH.

By J. FAIR HARDIN

Assistant United States Attorney, Shreveport

The examination of land titles is seldom an interesting phase of a lawyer's practice. Usually it is drudgery, but sometimes the records of ownership of a tract of land comprises a history that gives to a title surprising interest. Such a history was discovered recently in the examination of the title to some four hundred acres of land covering the site of "Camp Stafford," in Rapides Parish, near Alexandria, Louisiana, preparatory to its proposed acquisition by the United States as the location of a splendid permanent Veterans' Hospital. Therein appeared the story of the establishment of the "Old War Skule," its opening under Colonel William Tecumseh Sherman, its closing by the Civil War, its burning and removal to Baton Rouge, and the subsequent use of the site by the State in its military operations.

There was a wide gap in the recorded title, and to supply this break and establish a title by possession, affidavits from numbers of old inhabitants of Rapides had to be obtained, as to interesting incidents of the occupancy of the site by the State. For on May 14, 1864,¹ during the occupancy of Alexandria by the Federal troops, the Courthouse was burned, and with it all the records, including the deeds by which the State

¹Conveyance Book A, p. 130, Rapides Parish.

acquired title. Since the State has never had occasion to transfer the land subsequently, no new title had been started. Hence this story.

"The Louisiana State Seminary (since 1870 called the Louisiana State University), which opened its doors on January 2, 1860, was the first institution of college grade in Louisiana to enjoy the undivided support of the state, and of the numerous colleges and universities, supported by the state, it alone has survived. It corresponds to the state universities of other states which were established on the foundation of Federal land-grants, but it was organized much later than the universities of states no older than Louisiana. This delay in establishing a state seminary or university was due to conditions within Louisiana: there was a lack of homogeneity in the population of French and Anglo-Americans—each with its distinctive ideals and religion; the educational system was decentralised and each geographic section, each church party, each nationality claimed its state-subsidized college."²

The Louisiana State University had its legal genesis in Art. 136 of the Constitution of 1845, as re-enacted in Art. 138 of the Constitution of 1852, providing:

"All money arising from the sales which have been or may hereafter be made of any lands heretofore granted by the United States to this State, for the use of a seminary of learning, and from any kind of donation that may hereafter be made for that purpose, shall be and remain a perpetual fund, the interest of which, at six per cent per annum, shall be appropriated to the support of a seminary of learning for the promotion of literature and the arts and sciences, and no law shall ever be made diverting said fund to any other use than the establishment and improvement of said seminary of learning."

Doubtless various towns lobbied for the location of the school, from 1845 to 1852, for the first legislative recognition of this mandate was Act 216 of 1852, providing that "The Seminary of Learning, the establishment of which is provided by Art. 136 of the Constitution, shall be located in the Parish of Rapides, within four miles of the Town of Alexandria, on the North side of Red River"; and authorizing the Governor to ap-

²"General Sherman as College President," pp. 15, 16.

point three commissioners to select a site and report the quantity of land required and its cost.

Governor Joseph Walker, in his message to the General Assembly which convened at Baton Rouge, January 17, 1853, thus referred to the Seminary:³

"The commissioners appointed, in obedience to an act of the last Legislature, to select a site for the location of a State seminary of learning in the Parish of Rapides have performed their duty in the premises, and submitted a report, which is herewith transmitted, showing the character and advantages of the site by them selected. As the State has no institution of the character designed to be created by the act of the last Legislature, and as a portion of the funds for its erection and endowment have long since been donated by the General Government, I would advise that an appropriation be made to purchase the site, erect suitable buildings and to put the institution into active operation as soon as possible. I would suggest that by connecting with this institution a Normal school, for the education of Teachers, provision might be made to meet a great educational want of the State, and one that would tend greatly to benefit and improve our common school system."

He attached to the message the following report of the commissioners:

"To His Excellency Joseph Walker,
Governor of Louisiana:

"The undersigned commissioners appointed to select a site for a State seminary in the Parish of Rapides, on the north side of Red River, under an act of the Legislature of the State of Louisiana, entitled an 'Act to provide for the location of a State Seminary of learning', approved March 17th, 1852, beg leave respectfully to report, that they have carefully examined the country embraced within the limits specified in said acts of the Legislature, and that they have made choice of the pine woods seat belonging to Mrs. E. R. Williams, designated on the Township map as situated in Township 5 and 4, Range 1 West; containing four hundred and thirty-eight acres of land, more or less, with the improvements thereon; and situated on the north side of Red River, about three and a quarter miles from the bank of the river opposite the town of Alexandria.

³From the original Message of Gov. Walker, furnished by his grand-son, Hon. G. Purnell Whittington, of Alexandria.

"That the said tract of land combines in their opinion, the advantages of an elevated and healthy position; good spring water; abundant shade and land and timber enough for the wants of the Institution.

"The price demanded for the whole tract, together with the improvements, is three thousand one hundred and ninety dollars; being at the rate of five dollars for every acre which shall be found to be contained in said tract on survey of the same, and one thousand dollars for the improvements—which price they do not consider an exorbitant one.

"All which is respectfully submitted, By your Excellency's obedient servants,

"J. P. Davidson.

"Henry Jackson,

"R. N. Sibley."

"Alexandria, La., July 20th, 1852."

On March 31, 1853, by Act 72 of that year, the Legislature approved the site selected by the commissioners, and authorized the purchase "from Mrs. E. R. Williams, her pine woods seat, situated on the North side of Red River, near the town of Alexandria, in the Parish of Rapides, containing 438 acres of land with the improvements thereon, for and in the name of the Seminary of Learning of the State of Louisiana, provided the cost of the same shall not exceed the sum of \$3,190.00." Mrs. Elizabeth Routhe Williams was the widow of Archibald Williams, a wealthy Red River planter. The reference to the "pine woods seat" recalls the descriptions in Timothy Flint's "Recollections," of the splendid Red River Valley homes in the midst of their plantations, such as General G. Mason Graham's "Tyrone," from which, however, the owners were accustomed to retire during the summer and fall months, to their summer homes in the more salubrious pine hills. This act likewise created a Board of Trustees of seven members, prescribed their duties, provided that they might "have the right of conferring by diploma on all students who excel in any branch of science there taught, such honorary marks and testimonies of approbation as may excite to industry and emulation," and that sixteen "indigent students," four from each Congressional District, nominated by the Governor, should be received "free from charge for tuition"; and that they should "not permit the Seminary to be subjected to the control of any religious denomination."

By March 12, 1855, the matter had slowly progressed so that the Legislature directed, by Act 96 of that year, that title to the land be taken, and eighty additional acres be purchased "for not to exceed \$1,000.00"; and that the buildings be contracted for, an appropriation of \$30,000.00 being made for these purposes.

By Act 168 of 1857, a "Board of Visitors" was authorized to be appointed by the Governor, whose duty it was "to engage the services of a competent and discreet person as President of the Seminary so soon as the same shall have been completed" and "to prepare and present to the Legislature a project of the course of studies to be pursued at said institution, the Degree to be conferred, and the rates of tuition." Evidently the worthy solons were disposed to take no chances, but intended to keep a close watch over the whole matter, and to see that no unorthodox theories would be planted in youthful minds.

The details of complete organization were set forth in Act 228 of 1858, whereby the Board of Visitors became the Board of Supervisors, and a financial plan established.

Under these Acts the institution finally was completed in 1859, and got under way.

The contract for the erection of the main building was let to Mr. Benjamin Cooper, who came from Kentucky to do this work. He brought his slaves with him and they manufactured the brick on the Seminary grounds. Later Mr. Cooper became an extensive property owner and planter of Bayou Rapides, where his widow now resides. Mr. Grundy Cooper, former State Senator from Rapides Parish and recently one of the State Highway Commissioners, is his son.

Mrs. Corinne Daigre, now eighty-three years of age, widow of Judge H. L. Daigre, a noted jurist of Rapides, and who has lived all her life near the Seminary site, recalls vividly the dedication exercises, which she attended.⁴ Her father, Jacob Ringgold, was superintendent of construction of the first Seminary building, and J. Bernard Jarreau, who is frequently mentioned in General Sherman's letters, as the steward of the school, married Mrs. Daigre's aunt. While visiting her aunt, Mrs. Daigre recalls often having dinner with General Sherman

⁴The original of the photograph of the Seminary Building reproduced herewith is in Mrs. Daigre's possession. See also Chambers, *History of Louisiana* (1925) Vol. 1 pp. 591, 592.



Louisiana State Seminary of Learning and Military Academy—The First "L. S. U." 1859-1869.

and the other professors of the Seminary, which her three brothers attended. Mr. Rollo C. Jarreau and Mr. Hunter Jarreau, editors of the Alexandria "Town Talk," are grandsons of J. Bernard Jarreau. The first Board of Supervisors was composed of the following:⁵

Thomas O. Moore, Governor of Louisiana, President
General George Mason Graham, Vice-President

T. C. Manning
Michael Ryan
J. A. Bynum
S. W. Henarie
Col. Walter O. Winn
P. F. Keary
Col. Fenelon Cannon
Henry Avery
William B. G. Egan

Neal Davidson
Dr. S. A. Smith
R. S. Smith
W. L. Sanford
G. Baillio
W. W. Whittington
J. H. Ransdell
D. C. Goodwin

⁵Much of the information as to the members of the first Board of Supervisors, as well as other valuable references, have been given by Hon. G. Purnell Whittington of Alexandria, and by files of the Alexandria Town Talk, issues of May 7, 1921, and May 31, 1926. Also "Biographical and Historical Memoirs of Northwest Louisiana," pp. 563, 570, 589, 590, 603. Southern Publishing Co., Nashville, 1890, and "Geographical and Historical Memoirs of Louisiana," Vol. I, pp. 114, 138, Vol. II, p. 497, Goodspeed Publishing Co., Chicago, 1892.

Governor Moore had a deep personal interest in the school, since he lived on his plantation on Bayou Robert, below Alexandria, in Rapides Parish.

All of the members of the board were prominent men of the State. Most of them were themselves college men, and were deeply interested in education, and in the young men of Louisiana.

General Graham was a Virginian, a student at West Point and the University of Virginia, and a Veteran of the Mexican War. He was Adjutant General of Louisiana from 1866 to 1868. He was a typical planter of the old school, and his two plantations "Tyrone" and "Forked Deer" were long show places of Rapides Parish. Nearby "Tyrone" on Bayou Rapides, were the plantations of his fellow members of the Board, Neal Davidson, W. L. Sanford and W. W. Whittington. His grandson, Dr. George Mason Graham Stafford is Superintendent of the Louisiana Colony for the Feebleminded, situated near Camp Stafford.

Dr. S. A. Smith was for many years State Senator, and was the father of Hon. LeDoux Smith, late State treasurer.

Ralph Smith Smith was a New Englander who acquired a plantation near Cheneyville and was the owner of a little railroad chartered April 2, 1835, that ran "from the Court House Square in the town of Alexandria to and by Cheneyville, thence on and to Bayou Huffpower"⁶ (Bayou Boeuf), near the present town of Lecompte. It was the first railroad in the Parish of Rapides. It had the imposing title of "The Red River Railroad," but it was commonly called the "Ralph Smith Railroad." This road was used to bring the cotton and sugar raised in the "sugar bowl" of Louisiana to the steamboats at Alexandria. The railroad was destroyed during the last Banks expedition up Red River. Ralph Smith Park, in Alexandria, perpetuates the name of this pioneer Louisiana railroad man.

John H. Ransdell was editor of the Red River Whig, which he established in 1839, and through which he became a powerful local political factor. He was the father of United States Senator Joseph E. Ransdell, and grandfather of Hon. Robert A. Hunter of the Shreveport Bar, Hon. John R. Hunter of the

⁶Acts of 1835, p. 187; Alcee Fortier, "Louisiana," Vol. II, p. 341, Century Historical Association, 1914. "Biographical and Historical Memoirs of Louisiana," Vol. II, p. 48, Goodspeed Publishing Co., Chicago, 1892, wherein it is referred to as "the first railroad west of the Mississippi."

Alexandria Bar, and Hon. Joseph Montgomery, formerly United States Attorney of the Eastern District of Louisiana.

Judge T. C. Manning was for many years Chief Justice of the Supreme Court of Louisiana, and was in 1880 appointed United States Senator, but for political reasons was denied a seat, and later was Minister to Mexico under Cleveland.

Michael Ryan was a prominent lawyer of Alexandria in the days when the circuit was ridden by horseback and steamboat. He was born in Kings County, Ireland, in 1812, was a graduate of the University of Dublin, and came to America in 1839. He served for many years as Representative and Senator. The Bar of Alexandria is rich with legends connected with his memory.

Honorable Jesse Atherton Bynum was born in Halifax County, North Carolina, in 1797. He was a student at Princeton in 1818 and 1819, studied law, and was admitted to practice in Halifax. He served as a member of the House of Commons of North Carolina in 1823-1824, and from 1827 to 1830. He was elected to the 23rd, 24th, 25th and 26th Congresses, serving from March 4, 1833 to March 3, 1841. Subsequently he moved to Louisiana. He died September 23, 1868, and is buried in the Rapides Cemetery at Pineville.⁷ His home here was on a large plantation called "Bynum Woods," in Grant Parish, where he lived in almost feudal style, owning one hundred and forty slaves. This has one of the most beautiful tracts of virgin hardwood on the Jefferson Highway, between New Orleans and Shreveport, and a bill is now pending in Congress to preserve it as a National forest reserve.

William White Whittington was born in Worcester County, Maryland, where he received a college education and was admitted to the bar, coming to Rapides Parish in 1836. He practiced there only a short time when he became a planter on Bayou Rapides, his place adjoining General Graham's "Tyronne." He was elected as Representative from Rapides Parish in 1846, and served as a member of the Constitutional Convention of 1852. He was a presidential elector for Douglas in 1860, and one of the prominent opponents of secession. He was the grandfather of G. Purnell Whittington of the Alexandria bar, and the late Mayor William White Whittington of Alexandria.

⁷Alexandria Town Talk, May 21 and 24, 1926; inscription on his tomb in Rapides Cemetery.

Major W. L. Sanford was a native of Virginia and a graduate of St. Charles College of St. Charles, Missouri. For many years he was Representative and Senator from Rapides Parish. During the Civil War he was Provost Marshal of Rapides, and later he was appointed Superintendent of Public Education for the District of North Louisiana, but did not qualify.

Sam W. Henarie was a planter, merchant and liquor dealer of Rapides, as shown by numerous contemporary newspaper advertisements, blunt of manner and very plain spoken. Professor David F. Boyd long afterward thus recounted Henarie's reaction to the reading by the Board of Sherman's brief and business-like letter of application:⁸

"No sooner was this letter read, than Sam Henarie, a plain business man and member of the Board, exclaimed: 'By G - d, he's my man. He's a man of sense. I'm ready for the vote!' 'But,' said Governor Wycliff, 'we have a number more of applications. We must read them all.' 'Well, you can read them,' rejoined Henarie, 'but let me out of here while you are reading. When you get through, call me, and I'll come back and vote for Sherman.' Sam heard no more 'testimonials.' Sherman was elected."

Col. Walter O. Winn was a lawyer of Alexandria of remarkable reputation, learning and ability. He likewise achieved political prominence before his untimely death at the age of forty-five. When the Parish of Winn was created it was named for him.

P. F. Keary and G. Baillio were sugar planters near Cheneyville. Henry Avery was Assistant State Superintendent of Public Education.

William B. Giles Egan was a native of Virginia and had come with his father, the noted Dr. Bartholomew Egan, to Louisiana two decades prior to the Civil War. His father had been one of the founders of the town of Mt. Lebanon and of the famous Baptist College located there. Judge Egan had been admitted to the bar and was a prominent lawyer of Shreveport prior to and just after the Civil War. He died in 1878 while a member of the Supreme Court of Louisiana.

Professor Walter L. Fleming in his interesting volume, "General Sherman as College President," gives from Sherman's own letters, a description of the opening of the school:

⁸General Sherman as College President, p. 29.

"The leader in all matters relating to the Seminary from 1845 to 1860, was General George Mason Graham, and it was largely through his influence that William Tecumseh Sherman was elected superintendent of the State Seminary. Sherman, who was born in Ohio in 1820, was graduated from West Point in 1840, and after several years' service in Southern posts, was on staff service in California under General Roger B. Mason, a half brother of General G. Mason Graham. He resigned from the Army in 1853, and was for several years a banker in California and New York. At the time of his election, he was practicing law in Leavenworth, Kansas."⁹

The bank Sherman had been connected with had failed, and his practice in this frontier town was not very lucrative, so early in 1859 he made application to the War Department for a position in the Pay Department, doubtless prompted by his banking experience. In reply Major D. C. Buell sent him a widely published advertisement by General Graham, of the position of instructor of engineering, military tactics and superintendent of the newly organized Seminary, at a combined salary of \$3,500.00. This interested Sherman, and his was among a hundred applications received.¹⁰ It is interesting to note that in his application he gave as references, Colonel Braxton Bragg, Major G. T. Beauregard, and Richard Taylor, son of President Taylor, all Louisianians who became generals in the forces later opposed to him.

The selection was made August 2, 1859, when, besides Sherman, the following faculty was chosen:

Anthony Vallas, Ph. D. from the University of Pesth, Hungary, professor of mathematics and philosophy; Francis W. Smith, A. M. from the University of Virginia and Virginia Military Institute, professor of chemistry and mineralogy; E. Berte St. Ange, a native of France, graduate of Charlemagne College, Paris, and former officer in the French Navy, professor of modern languages, who had formerly taught in the University of Louisiana at New Orleans; David F. Boyd, A. M. from the University of Virginia, professor of ancient languages. Prof.

⁹"General Sherman as College President," Arthur H. Clark Company, Cleveland, 1912, pp. 16, 17. Professor Fleming, formerly professor of History at L. S. U., and now Dean of College of Arts and Sciences of Vanderbilt University, has in manuscript a complete history of Louisiana State University which should be published. He has very kindly read the Mss of this article.

¹⁰*Id.*, pp. 22, 23.

Boyd had been born at Wytheville, Virginia, in 1834, and in 1851 had come to Marshall, Texas, to procure employment as a civil engineer with the New Orleans Pacific Railroad, but had met at Shreveport Judge W. B. G. Egan, a fellow Virginian, who caused him to take up the cause of education. He was first principal of the Homer High School, and later of the Rocky Mount Academy in Bossier Parish. At the time of his election as a member of the seminary faculty, he was ill at the home of Dr. Bartholomew Egan at the noted Baptist College at Mt. Lebanon, in what is now Bienville Parish.*

Sherman spent the remainder of the summer in preparation for his new duties. By steamboat he arrived at Baton Rouge on November 5, 1859, where he consulted with Governor Wickliffe, and thence went by boat and stage to Alexandria, stopping to call on Governor-elect Thomas O. Moore, at his plantation home on Bayou Robert, in Rapides Parish and meeting en route an old friend, Judge Henry Boyce, of the United States District Court,¹¹ arriving at Alexandria on November 10.

The following day he visited the Seminary buildings, and thus described them and their location:

"The building is a gorgeous palace, altogether too good for its purpose, stands on a high hill three miles north of this. It has four hundred acres of poor soil, an old country place, with fine pine and oak trees, and numerous springs."¹²

This description of the site is equally accurate today. The Jefferson Highway, paved to this point by the Federal Government during the World War, leading north from Alexandria, passes directly by the site of the building, and the same "fine pine and oak trees" still make the spot one of charming beauty.

Sherman collected his faculty during December, 1859, and completed the final preparations, having great difficulty in getting text books and equipment from New Orleans. The school opened January 2, 1860. By the sixth only twenty-four cadets had reported, but by the eleventh this number had increased to more than forty,¹³ and a total of seventy-three passed

*Col. D. F. Boyd and His Life Work, by Judge A. A. Gunby, L. S. U. Bull. 2, series 2, June, 1904, p. 5.

¹¹Sherman's Memoirs, 4th Ed., Vol. 1, p. 172 (Webster & Co., N. Y., 1892).

¹²General Sherman as College President, p. 48, 51; Sherman's Memoirs, 4th Ed., Vol. 1, p. 173.

¹³General Sherman as College President, pp. 102, 107.

the final examinations.¹⁴ The following is the roster printed in the first catalogue:

George W. Compton, Rapides	Jackson E. Labatt, Natchitoches
Basil C. Cushman, Avoyelles	Francis P. Tempel, West Feliciana
Thomas P. Chaplin, Natchitoches	Joseph Charleville, Natchitoches
John F. Gladney, Bossier	John P. Hyams, Natchitoches
John D. Workman, Rapides	Hugh L. Robertson, Rapides
Reuben S. Jackson, Rapides	Stephen R. Proctor, St. Bernard
George W. Stafford, Rapides	Stanley Tanner, Rapides
James R. Waters, Rapides	Wm. K. Johnson, Rapides
Henry Phillips, DeSoto	Henry Huston, East Feliciana
Lawrence C. Sanford, Rapides	Franklin Reid, Orleans
George W. Hickman, Rapides	Jacques Dupre, St. Landry
Charles R. Irion, Avoyelles	Alexandre Arcenaux, Lafayette
William S. Bringham, Rapides	Samuel R. Grey, Avoyelles
Daniel T. Maworth, Rapides	Isaiah Stokes, Ouachita
Cader R. Cornelius, East Feliciana	Isaac R. Robert, Rapides
Frederick H. Perkins, Lafourche	Robert A. Wilkinson, Plaquemines
Leander B. Haworth, Rapides	Thomas C. Bush, Rapides
Neal Davidson, Rapides	Jean Baptiste Jarreau, Rapides
Ludovic P. Delahoussaye, St. Mary	Robert M. Robertson, Rapides
Henry P. Taliaferro, Catahoula	George R. Newsam, Pointe Coupee
James A. Scudday, Lafourche	Thomas R. Hillin, Livingston
James J. Bogan, Rapides	Robert L. Castleman, Tensas
Thomas H. Sharpe, Claiborne	Adolphe Layssard, Rapides
Gerald D. Adams, East Feliciana	Alberta Glass, Claiborne
William J. Banton, Rapides	Robert R. McCroery, St. Landry
Thomas O. Moore, East Feliciana	Agricole L. Armant, St. James
Jean B. Leonard, West Feliciana	John H. Dawson, Rapides
Mitchel Neal, Rapides	George W. Brown, Rapides
Rene Toutant Beauregard, Orleans	Lewis Edward Woods, Iberville
John C. Grimes, Avoyelles	

The last named cadet was appointed to West Point, and left the Seminary during the first term. Rene Toutant Beauregard, was a son of Major P. G. T. Beauregard, who had known Colonel Sherman in the Army, and who welcomed the oppor-

¹⁴Sherman's Memoirs, Vol. 1, p. 175 (4th Ed.)

tunity to place his son under his tutelage. At the beginning of the second session, another son was also sent.¹⁵

One student rode one hundred and twenty-five miles on horseback from Monroe to learn if the school had really opened, then returned there to get his half term tuition of \$200.00, and then rode back and matriculated.

Each cadet furnished his own bedding. His bed was made on the floor; at daybreak they were awakened by reveille, made up their beds, rolled them up and strapped them. They then swept their rooms, studied until breakfast at seven o'clock, after which recitations commenced and continued until four P. M. Then followed military drill for one hour. Taps sounded at ten P. M. A somewhat strenuous day!

The first expulsion of a cadet occurred during the first month of the session, by "Order No. 9, January 30, 1860," as the result of a dirk being drawn in a fight.¹⁶

The first "hazing" is recorded during this same month—compelling a new cadet to mount guard with a broomstick on a conspicuous gallery—and contributed to the prompt dismissal of the First Sergeant.

Sherman states in his *Memoirs*¹⁷ that defects in the Act of Organization of the Seminary had been demonstrated during the early days of this first session, so in February he went to Baton Rouge, "log-rolling" as he says, in the interest of the new bill which he and a number of the Board of Supervisors were sponsoring.¹⁸ After considerable opposition, the amended Act 98 of 1860 was finally approved March 7, definitely giving a military status to the school, adding "Military Academy" to its title, and authorizing the conferring of commissions of Colonel on Sherman, and of other commissions on the other professors. It further provided that the students should be styled "Cadets," and be organized into a military corps, "to constitute a guard to all public property, arms or munitions now there or which may hereafter be assembled there." Evidently a legislative premonition of impending events. An act

¹⁵General Sherman as College President, p. 298. Rene Toutant Beauregard became a Major in the Confederate Army and afterwards, 1888 to 1902, was a judge of the Court of Appeal of Louisiana. See the writer's "History of the Courts of Appeal of Louisiana" in the Digest of their opinions, New Orleans, 1928.

¹⁶General Sherman as College President, p. 138.

¹⁷Sherman's *Memoirs*, Vol. 1, p. 175, (4th Ed.)

¹⁸General Sherman as College President, p. 173.

approved March 14, created at the school a State Arsenal, with Sherman as Superintendent.

At this same time Sherman was offered an attractive position with a London banking firm, which he was strongly tempted to accept, but, after visiting his family in Ohio, finally declined and returned to the Seminary early in April, 1860, devoting the remainder of the session to improvement of the school under the new Act.

On June 15, Sherman issued a circular outlining the course of study of the school for the next session, and giving the schedule of expenses of each student, which totalled \$348.50. Students were strictly prohibited from having more than \$2.00 per month pocket money, and he announced that there was "no necessity" for that.

All was not stern severity, however, for the Cadet Hops held at the Seminary still linger in the memories of the oldest students and citizens as the social events of this section of the State and to which the fair sex came from all parts of the State, especially the belles of the Red River Valley.

The following program was published in the *Red River American of Alexandria* on July 7, 1860:¹⁰

"The annual examination of the Cadets at this institution will take place on Monday and Tuesday, July 30th and 31st proximo.

"The order of exercises each day will be as follows: from 8 to 11 A. M., examination in mathematics; from 11 A. M. to 1 P. M., examination in French and Spanish; from 3 to 5:30 P. M., examination in English and Latin.

"There will be a drill at 6:30 P. M., each day, terminating with the usual dress parade at sundown.

"From 8 to 11 in the evening there will be speeches, declamations, and compositions.

"The meals of the cadets will be served at the usual hours, and one hour thereafter, viz: 2 P. M. and 7:45 P. M. dinner and supper will be provided by the steward for all visitors who will give him previous notice. The ferry boat at Alexandria will run till midnight, affording a good opportunity to all to honor us with their presence at the evening exercises.

"The parents, families and friends of the cadets and the public generally are most respectfully invited to attend."

¹⁰*Id.*, p. 236.

The first session closed July 31, 1860, with examinations and a ball, to reopen November 1.²⁰

Sherman left Professor David F. Boyd in charge of the Seminary building for the vacation period, and left for Ohio, then proceeded to Washington, where he procured from the War Department two hundred cadet muskets and all equipment, and in New York, uniforms, books and other needed supplies,²¹ in preparation for an anticipated enrollment of one hundred and fifty cadets for the second term. On this trip he had in his charge Miss Anna Whittington, daughter of the member of the Board of Supervisors, whom he placed in school in Washington.²² She, as Mrs. Anna C. Sanford, is still living in Alexandria, at the age of 84.

Returning to Alexandria by steamboat via New Orleans, Sherman reached the Seminary in late October, and the second session opened with a return of practically all of the old cadets and a greater number of new ones, a total of about one hundred and twenty.

The school routine was resumed, but it had hardly started when Lincoln's election precipitated secession, as Sherman foresaw. On the night of January 9, 1861, the United States Army barracks and arsenal at Baton Rouge were seized by State troops, and much of the munitions sent to Sherman at the "Central State Arsenal" at the Seminary.²³ By strange coincidence, these buildings seized were later to become the home of the Seminary.

On January 18, 1861, Sherman addressed the following letter of resignation to Governor Moore:²⁴

"Sir:

"As I occupy a quasi-military position under the laws of the State, I deem it proper to acquaint you that I accepted such position when Louisiana was a state in the Union, and when the motto of this Seminary was inserted in marble over the main door: 'By the liberality of the general government of the United States. The Union—esto perpetua.'

"Recent events foreshadow a great change, and it becomes all men to choose. If Louisiana withdrew from

²⁰Sherman's Memoirs, Vol. 1, p. 178.

²¹Sherman's Memoirs, Vol. 1, p. 178.

²²"General Sherman as College President," pp. 255, 259.

²³Sherman's Memoirs, Vol. 1, p. 183.

²⁴General Sherman as College President, p. 341. Sherman's Memoirs, Vol. 1, p. 183.

the Federal Union, I prefer to maintain my allegiance to the constitution as long as a fragment of it survives and my longer stay here would be wrong in every sense of the word.

"In that event, I beg you will send or appoint some authorized agent to take charge of the arms and munitions of war belonging to the state, or advise me what disposition to make of them.

"And furthermore, as president of the Board of Supervisors, I beg you to take immediate steps to relieve me as superintendent, the moment the state determines to secede, for on no earthly account will I do any act or think any thought hostile to or in defiance of the old government of the United States."

His resignation was accepted January 23, as follows:²⁵

"My dear Sir:

"It is with the deepest regret I acknowledge receipt of your communication of the 18th inst. In the pressure of official business, I can now only request you to transfer to Professor Smith the arms, munitions, and funds in your hands, whenever you conclude to withdraw from the position you have filled with so much distinction. You cannot regret more than I do the necessity which deprives us of your services, and you will bear with you the respect, confidence, and admiration of all who have been associated with you."

This letter from Governor Moore was in Braxton Bragg's handwriting, and was forwarded to Sherman by Bragg, then at Baton Rouge.

On February 14, the Board of Supervisors passed a highly complimentary resolution of regret at Sherman's resignation. A few days thereafter, he left for New Orleans where he arrived on Washington's birthday. While there he wrote a letter to Professor Boyd from which is quoted the following beautiful paragraph:

"If possible I will settle down—fast and positive. Of a summer eve with my little Minnie and Willie and the rascal Tom, I can live over again my Florida life, my ventures in California, and my short sojourn in the pine woods of Louisiana, and I will teach them that there are kind, good people everywhere, that a great God made all the world, that He slighted no part, that

²⁵General Sherman as College President, p. 350. *Sherman's Memoirs*, Vol. I, p. 186 (4th Ed.)

to some He assigned the rock and fir—with clear bubbling brooks but cold and bitter winters, to others the grassy plain and fertile soil, to others the rich alluvium and burning sun to ripen the orange and sugar cane, but everywhere He gave the same firmament, the same gentle moon, and to the inhabitants the same attributes for good and evil."²⁶

It was to be a long time, however, before Sherman would settle down. He joined his family in Lancaster, Ohio, and moved to St. Louis, where he held the position of president of the Street Railway Company, but on May 14, 1861, he was appointed Colonel of the 12th United States Infantry, and entered the service.

A month after Sherman resigned and went north, the Supervisors elected Colonel George W. Lay as superintendent, but he resigned before taking charge. Then Captain William R. Boggs was elected but was given leave of absence for the war, while Dr. Vallas was made superintendent pro tem for the rest of the session of 1861. Professors Smith, Boyd and Clarke resigned in May, 1861, to enter the Confederate service, though Boyd was prevailed upon to remain until the end of the session in June. The cadets began to leave in April and before June more than half had gone into the Confederate regiments.

During the war the Seminary under acting superintendents, first Rev. W. E. M. Linfield and next Prof. William A. Seay, held two partial sessions—one in 1862 and one in 1862-1863. The student body was disbanded on April 23, 1863, when General Banks came up the Red River Valley.²⁷ The only regular professors of the Seminary during the war period were Vallas and St. Ange. Most of the students were boys under eighteen. In 1864 during Banks' second invasion of Central Louisiana the books, furniture and equipment of the Seminary were carried away by the Federals, under General T. Kilby Smith, who took charge of the records and preserved many of them.²⁸ The New Orleans *Times-Picayune* of February 13, 1927, contained an interesting news story of the return to the University at that late date of a set of the "Writings of Washington" that had been taken in 1864 by the Federal soldiers.

²⁶General Sherman as College President, p. 367.

²⁷Fortier, "Louisiana," Vol. 2, p. 495 (1914). Chambers, *History of Louisiana*, (1925) Vol. 1, p. 594.

²⁸Sherman Memoirs, Vol. 2, pp. 502-6 (4th Ed.) Letter from D. F. Boyd to General Sherman dated L. S. U., July 17, 1875.

All of the students who were old enough, except Cadet Henry B. Taliaferro, entered the Confederate army. Taliaferro joined a Union regiment as a lieutenant.²⁹ Numbers were killed and wounded or died in prison. David Workman, the first cadet who was killed in the Confederate service, fell during the Battle of Shiloh. A picture of Cadet Workman hangs in the new University. Professor Smith became a Major in the Confederate army and was killed in Lee's retreat to Appamattox. Professors Boyd and Clarke served throughout the war. Captain Boyd was captured and was carried before Sherman at Natchez, who promptly arranged his exchange.³⁰ Sherman was able to render aid to several of the students and professors who were captured in battle in 1864. By flag of truce a party of them in Louisiana sent to him a letter of thanks for his kindness. Although Sherman thought that Governor Moore's act in seizing the arsenal at Baton Rouge was unjustified, yet his personal regard for him was such that as soon as he had received the surrender of General Johnston's army, he hurried to Washington and procured an unconditional pardon for the Governor, and had his plantation restored to him.

During the winter of 1863, while the Federals occupied Alexandria, the Confederate outposts were stationed at the University buildings, and the writer's father, Thomas R. Hardin, then a private in Company I, 28th Louisiana Infantry, used frequently to relate his experiences while on guard there.

Mr. Jonas Rosenthal, a native of Alsace-Lorraine, now eighty-three years of age, for many years postmaster at Alexandria, and President of the Rapides Parish School Board, arrived in America July 4, 1860, and came to Alexandria. That fall he was entered by his brother as a student at the Seminary, but did not like it, and after one day of cadet life, ran away. During the war he served in Company K, 3rd Louisiana Cavalry, and participated in a skirmish on the Seminary grounds in the spring of 1864, the Federals firing from the windows of the buildings.

During the war the buildings were damaged by fire, but were repaired in the fall of 1865, when on October 2, the school was reopened under the presidency of Colonel David F. Boyd, the only one of the original faculty to return, as Superintendent

²⁹Sherman Memoirs, Vol. 1, p. 192.

³⁰"Col. D. F. Boyd and His Life Work," A. A. Gunby, 1904, L. S. U. Bull. Series 2, No. 2, June, 1904. Sherman's Memoirs, Vol. I, p. 192.

and Professor of Ancient Languages and English.³¹ Professor Richard M. Venable, A. M., University of Virginia, taught Engineering; Edward Cunningham, a graduate of Virginia Military Institute, taught Philosophy; Major J. A. A. West, a West Point graduate, taught Mathematics; Dr. James W. Wilson who taught Anatomy, Physiology and Hygiene, was a Virginian who moved to St. Louis where he practiced medicine until the Civil War and then came South on account of his ideas and sympathies. Dr. John Randolph Page, professor of Chemistry, Mineralogy and Geology was another Virginian. He graduated at the University of Virginia, then studied in Paris, and was a surgeon in the C. S. A. James M. Boyd, assistant Professor of Ancient Languages and History, received his A. B. from Washington College (later Washington and Lee), and his A. M. at University of Virginia. Robert E. Rives, Ph. D., Assistant Professor of Modern Languages, a nephew of Senator Wm. C. Rives of Virginia, received his Doctor's degree in Germany, and his A. M. at the University of Virginia.³²

Father Jean Pierre Bellier, chaplain of the Seminary and professor of Modern Languages and Literature during the war period and after its reopening in 1865, until his death in 1869, was one of the interesting characters of its early history. Before taking holy orders he had been an officer in the French army. He was an expert fencer, and never lost interest in the art, despite his later calling.

Admiral Raphael Semmes, of the Confederate Navy, in 1866 was elected Professor of Moral Philosophy of the University just after the Civil War. He assumed the duties but served a very short time and resigned, due to the disparity of his age with others of the faculty.³³ Later, upon learning that Professor Boyd was dead, he applied for the Presidency, but it was James M. Boyd who was dead, and not David F. Boyd, so there was no vacancy.

Despite the vicissitudes of war, 180 students enrolled in the classes of 1865-66, under this strong faculty, and the University was able to announce in the latter year that it had 1,300 books in its library.

³¹L. S. U. Bull., Series 2, No. 2, June, 1904. Fortier, "Louisiana," Vol. I, p. 496 (1914). Chambers, History of Louisiana (1925) Vol. 1, p. 594.

³²Louisiana Democrat, Alexandria, June 20, 1866.

³³L. S. U. Bull., Vol. II, No. 2, Feb., 1911, p. 8. From contemporary newspapers in the files of the Alexandria Public Library, Mr. G. P. Whittington has learned that the period of Admiral Semmes' service at the Seminary was from January until March, 1867.

The school first had legislative attention after the war in Act 14 of 1867, when minor changes were made in Sherman's Act, and on March 28 of that year, by Act 162, \$5,000.00 was appropriated to repair the ravages of war upon the Seminary buildings, and \$5,000.00 to purchase new equipment.

In March, 1869, by Act 72, it is interesting to note that the Legislature attempted to provide for a topographical and geological survey of the State, by requiring the professors of engineering, chemistry, mineralogy and geology, to spend not less than four months of every year in making jointly such a survey, the professors to receive each a salary of \$500.00 per year for this additional work for their expenses. This marked the beginning of the first systematic geological survey of Louisiana.³⁴

On the night of October 15, 1869,³⁵ the greatest disaster that the school ever suffered befell, in the destruction by fire of the main building, which had first been occupied in 1860. The circumstances are related by Mr. Rosenthal, who witnessed the assault described. The Seminary was then in session. On the 14th, a student happened to meet a negro boy on Front Street in Alexandria, along the levee, who, as the student conceived, did not show proper respect. It was a time of inflamed feeling, and without other provocation, the student shot the negro dead. The student was incarcerated, but that night the student body stormed the jail, effected his release and allowed him to escape. He was never recaptured. This, added to the nature of the offense, enraged the negroes so that, according to most accounts, in revenge they fired the Seminary building that night, resulting in its destruction. We quote the following contemporary newspaper account of its destruction:

"We are pained to announce that the magnificent Main Building of the Louisiana State Seminary was destroyed by fire last night. At about two o'clock A. M. the fire was discovered in the Commissary Department

³⁴"The Geology of Louisiana," by G. O. Harris and A. C. Veatch, (1899) pp. 32, 36. A valued item in the writer's Louisiana Collection is the "First Annual Report of the Louisiana State Geological Survey, 1869, by F. V. Hopkins, M.D., Professor of Geology in the Louisiana Military Academy," and Colonel S. H. Lockett, his "Colleague of the Topographical Department," dated December 31, 1869, and published in the Annual Report of the Louisiana State Seminary of Learning, 1870. Mr. R. J. Usher, Librarian Howard Mem. Library, and the writer recently discovered in the Library a Mss. copy of a report by Col. Lockett on the Geology of the Gulf Coast Region of Louisiana which was apparently made during his connection with the Seminary and never published.

³⁵Act 29 of 1870; L. S. U. Bull., Vol. 14, N. S. No. 2, Feb., 1922, p. 5; L. S. U. Bull., Series 2, No. 2, June, 1904, p. 16. Fortler, "Louisiana," Vol. 2, p. 496 (1914).

under the kitchen. . . . The building cost \$150,000 and no insurance was carried. . . . As the fire originated where fire was never permitted, the conflagration is generally believed to have been the work of an incendiary."³⁶

The late Senator R. G. Thornton was a student of the University at the time, and it was ever his opinion that the building was not intentionally fired by the negroes, but through the carelessness of employees.

President Boyd made arrangements for the use of the Deaf, Dumb and Blind School at Baton Rouge, and transported the faculty and student body there, continuing the session.

"The Board of Supervisors of the Seminary have succeeded in securing the Deaf and Dumb Asylum at Baton Rouge for temporary occupation, and the institution has reopened in its new quarters on Monday last. All the members of the faculty went down on the Celeste last Saturday, with the exception of Mr. Seay, professor of Greek and Constitutional Law, who declines to give up his profession and home in Rapides. The Governor will recommend an appropriation for a new building in his annual message. There exists no good reason why the Institution should not be again in operation in Rapides in a year."³⁷

On February 21, 1870, by Act 29, the Legislature sanctioned his actions, provided for the "temporary" use of the Deaf, Dumb and Blind School, and appropriated \$20,000.00 for replacing the burned equipment and supplies.

On March 16, 1870, by Act 47, the name of the school, still legally "established near Alexandria, Louisiana," was changed to "Louisiana State University." Now began the school's darkest days. It received no financial support from the State from 1872 to 1877, due chiefly to the fact that its governing authorities refused to admit negro students,³⁸ but it never closed. Members of the faculty left for positions more lucrative; though President Boyd and a few professors remained, sometimes without any salary. Pay cadets and day students were received, and in this way the "University" managed to stay open.

³⁶Louisiana Democrat, Alexandria, Oct. 20, 1869, quoting "from our Extra of October 15th"—in files of the Alexandria Public Library.

³⁷Louisiana Democrat, Alexandria, Nov. 3, 1869, from file in Alexandria Public Library.

³⁸Fortier, "Louisiana," Vol. 2, p. 497 (1914). Chambers, History of Louisiana, Vol. 1, p. 595.

By Act 145 of 1876, promulgated June 1, 1877, the Louisiana State University, still legally "established and located at Alexandria," and the Louisiana State Agricultural and Mechanical College, "located in the Parish of St. Bernard," were consolidated under the title of the "Louisiana State University and Agricultural and Mechanical College," which was "temporarily established at Baton Rouge" under a complete reorganization. This statute is still the governing law of the University.

William Preston Johnston, son of General Albert Sydney Johnston, became President in January, 1883, and resigned the following year to become President of Tulane University. He was succeeded in 1884 by James W. Nicholson who had been professor of mathematics since 1872. In July, 1884, President Boyd returned to the presidency, and upon his resignation on account of ill health in December, 1886, Professor Thomas D. Boyd, his brother, became Acting President. In 1888 Professor Nicholson again became president. He was succeeded by Thomas D. Boyd in 1898, who has only recently resigned to become President Emeritus.³⁹

General Graham continued his active interest in the Seminary until his death in 1887. Sherman visited Alexandria and the University twice in later years, and was able to befriend the school in many ways.

The University was forever lost to Rapides Parish and its first location when, by Act of July 12, 1886,⁴⁰ partly through the aid of General Sherman, the Federal Government loaned to it the use of the old United States Barracks at Baton Rouge, the seizure of which had caused Sherman's resignation in 1861. This was converted into an outright gift by Act of Congress, April 28, 1902.⁴¹

"Around this old military post cluster historic associations of the greatest interest. Occupied in succession by French, English, Spanish and American garrisons, it has been at some time the temporary home of nearly every man who has become distinguished in the military history of the United States."⁴²

"Within the confines of the campus have been quartered in the past years the soldiers of France, England,

³⁹Bull. L. S. U., Vol. 14, N. S. No. 2, Feb., 1922, p. 8. Fortier, "Louisiana," Vol. 2, p. 498 (1914). Chambers, History of Louisiana, (1925) Vol. 1, pp. 595, 596.

⁴⁰24 Statute L., Chap. 765. Act 97 of 1886, p. 132 of La.

⁴¹32 Statute L., Chap. 596, p. 172.

⁴²Report of Secretary of State of La., 1902, p. 446.

Spain, the United States and the Confederate States, in the order named. Here, in 1779, occurred the only battle fought in Louisiana during the Revolutionary war, when a British garrison was attacked and captured by the Spanish governor, Bernardo de Galvez. Spanish soldiers remained here until 1810, when their feeble garrison was expelled by a band of American adventurers led by Philemon Thomas, and this portion of West Florida was wrested from the control of Spain. From the beginning of the American occupation until 1877, the present University site served as a garrison for United States troops, with the exception of the year 1861-1862, when it was held by the Confederates."⁴³

The later splendid growth of the University, culminating in the magnificent new plant in the southern suburbs of Baton Rouge, is beyond the scope of this article. On January 2, 1910, the University celebrated the semi-centennial anniversary of its opening.

With the burning of the Seminary building and the removal of the school, the site near Alexandria began rapidly to return to its original condition of "old field" and forest. The solid foundations of the main building are still to a large extent intact and its outline may be easily traced.

At the time of the Colfax Riot, during Reconstruction in 1873, several companies of Federal soldiers occupied the Seminary grounds for almost a year, under the command of Major "Hell Roaring" Jake Smith of the United States Army.

President Boyd left Ed Pembroke, a former slave of General Isaac Thomas, as caretaker of the property, giving him the use of Father Ballier's old home. Father Ballier's house has rotted down, and all of the other buildings, some five or six in number, gradually disappeared, most of the brick even being carted off, but Ed built another home, and is still on the property, having remained through all the changes.

In 1904, by Act 169, the General Assembly, after twenty-eight years of legislative silence on the school, authorized the sale or lease of the historic old site. However, General D. T. Stafford, of Rapides, was Adjutant General of the State, and the following year, by General Orders No. 12, June 5, 1905, he ordered the National Guard of the State into a camp of instruction on the old school site, for two weeks in July. Well drained

⁴³Bull. L. S. U., Vol. 14, N. S. No. 2, Feb., 1922, p. 8.



Site of the Louisiana State Seminary as it Appears Today, Showing Marker, Part of Foundations, and Jefferson Highway. Now known as Camp Stafford, and location of Veterans Hospital.

and shaded, and possessing a splendid open parade ground, surrounded by varied rolling terrain, it offered an ideal site for a training camp. Dating from this time and usage, it received the name of "Camp Stafford," by which it has ever since been known.

The following year, three hundred acres of the site were offered as a permanent encampment for the National Guard, which was accepted and ratified by Act 35 of that year, sponsored by Mr. Alexander, of Rapides, who was ever a friend of the Guard. This action, however, evidently aroused the jealousy of other cities, for this Act was repealed by Act 94 of 1908, and the Governor and Adjutant General were authorized to select the encampment site annually. However, its location was so ideal that each succeeding year from 1905 to 1913, with the exception of 1908, the Guard was trained at Camp Stafford. It was here that it was mobilized in 1916 for service on the Mexican Border, and here also, a few weeks before the outbreak of the World War, it was demobilized, soon to be recalled for service here in the greatest conflict of all.

After the mobilization of the Guard at Camp Nicholls, at New Orleans, in April, 1917, and training there for several months, in July the Second Battalion, First Louisiana Infantry, was ordered to Camp Stafford, as the advance guard of the Regiment, preparatory to its occupancy of Camp Beauregard, two miles away, destined to become one of the greatest of the Southern wartime cantonments, and since the war, the permanent training camp of the Louisiana National Guard. Shortly thereafter was begun on the old site the construction of the Base Hospital for Camp Beauregard, where hundreds of soldiers of the 39th Division were treated during the grave epidemics of influenza and meningitis, in the winter of 1917-1918; and here the writer, as a member of the 156th Infantry (La. N. G.) did guard duty fifty-four years after his father, on the same ground.

On June 7, 1918, by concurrent resolution of the Legislature, the action of Governor Pleasant in "granting to the Federal Government the use of Camp Stafford, in Rapides Parish for military purposes throughout the period of the present war, is ratified and approved."

Thus in every conflict in which the State has been involved since its acquisition of this property, it has been the scene of military activity.

Although of war-time construction, the hospital has been continued since the war as a tubercular Veteran Hospital, No. 27, and by concurrent resolution of June 30, 1920 of the General Assembly, Governor Parker was authorized to grant to the Federal Government, the use of Camp Stafford as a hospital site for as long a period as it might be required.

The Federal Government now proposes to erect a million dollar permanent hospital on the site, and to this end negotiations for the perfection and transfer of title to the land are in progress. It appears that a more "magnificent" building even than the old Seminary building that General Sherman so admired, will soon rise to perpetuate the service of this site to the young men of the State.

That its early consecration to this service may not be forgotten, the Alexandria Committee, Society of Colonial Dames, has erected permanently on the site of the old Seminary building, one of the original marble stones taken therefrom, bearing the following inscription:

"This stone was a part of the Louisiana Seminary, built A. D. 1859, and marks the original site. Destroyed by fire in 1869."

This marker, standing on the highest point of the elevation, near the Jefferson Highway, was unveiled with appropriate ceremonies on May 29, 1926, by Miss Ann Stirling Stafford, great-granddaughter of General George Mason Graham, and, by a curious coincidence, Major W. A. McComb, superintendent of the United States Veterans Hospital at Camp Stafford at the time, is a grand-nephew of General Sherman. A few of the students of the old Seminary were present, and an eloquent address was delivered by the late Colonel William Polk, giving the history of the site.⁴⁴

Governor Simpson included in the call for the Special Session of the Legislature of 1927 the proposal of a Constitutional Amendment to enable the State to donate this historic site to the Federal Government for the location thereon of a permanent Veterans Hospital. The self-operating amendment to this effect was unanimously proposed by the Legislature in the passage of Act 1 of the Extra Session of 1927, on September 10, of this

⁴⁴Alexandria Town Talk, May 31, 1926.

year, and is assured of adoption by the people at the general election on April 17, 1928.

It gives a sense of satisfaction to know that a place with such a history, so intimately identified with the beginnings of two of the State's institutions, its higher educational and military systems, and the scene of such stirring episodes in its history, is to be preserved as the site of another great institution for the rebuilding of wasted bodies; and it would seem that in the selection of this location the original choice of the three commissioners, made seventy-five years ago, has again been justified.



A JUDICIAL AUCTION IN NEW ORLEANS, 1772

From the Spanish Judicial Records of Louisiana at the Cabildo,
New Orleans.

TRANSLATED BY LAURA L. PORTEOUS

INTRODUCTION

By Henry P. Dart

The Spanish Judicial Records of Louisiana are full of life because it was the rule to spare neither ink nor paper in their composition. Elsewhere in the Spanish Colonies the paper used in legal documents was expensive, each sheet was taxed and a stamp affixed thereto. Just how or why Louisiana escaped the burden we do not know but it is a fact that nearly every official certificate recites it is given upon "this ordinary paper," stamped paper not being in use in Louisiana.

Whether we owe our garrulous records to this exemption or to the natural disposition of the scribes, it resulted in compilations, that leave little to imagination or interpretation. The document printed herewith is a happy illustration of the Spanish methods. In old French days as well as in our modern practice, it would be called a proces-verbal of the auction sale of the effects of the Succession of Mrs. Marie Bienvenue, wife of William Dupre, but the Spaniard did not concern himself with titles or designations, he plunged immediately into the story he had to tell and allowed the reader to call it what he might.

The record does in short tell us many things we wish to know. It is the report of an auction sale, but we find that it was held under the immediate supervision of the Judge who ordered it. At his side stood the clerk of court the "escribano," at the door of whose office the auction was held. The "public crier" (a deputy sheriff perhaps) offered the property to the waiting bidders. The parties in interest were also present and the bids when cried for the last time were not accepted by the judge until these parties expressed their views.

This is all very interesting because it shows that the Alcalde of New Orleans was after all something of a figure in the legal affairs of the city. It has been the habit to think of this office as rather more dignified than important, but our records of the early period of Spanish rule show the Alcalde exercising concurrent jurisdiction with the Court of the Governor in many

cases. In the instance before us, he is acting as probate judge, and the procedure shows that he exercised his judicial power in all things concerning the settlement of that succession. The scene presented by our document is like some of the ancient pictures; the grave Alcalde, the solemn Escribano and the lively town crier, the slaves, the heirs, and finally the ringing of the Angelus that was the signal to close the auction.

The property put up for sale included everything that the deceased lady possessed from the most intimate personal apparel to a statue of the Saviour and a holywater font. The sale covered also the slaves, the cattle and the land, the buildings and the growing crop of rice and corn, but there were purchasers only for two young mulattresses and a faithful old negress was permitted to purchase her freedom with a pitiful "alms" she begged and received from the spectators.

It was on March 10, 1772, that Senor Don Francisco De Villiers Alcalde Ordinario took his place "standing at the doors of the office of the present Escribano," in the presence of all the heirs and the lawyers of these,

"It was ordered by His Honor to publish the sale of all the property inventoried remaining after her death and for this purpose I, the escribano, by the voice of the public crier of this city made a public proclamation of it saying who would wish to buy four cauldrons" etc.

Our "Etc." indicates that this proclamation ran on with a description of these items, the property of the succession, covering many lines in the text without punctuation or capitals, and if the Public Crier did not stop until he reached a period he must have been quite out of breath before he sounded his final exclamation, "let a bidder come forward so that his offer may be admitted when it shall be made:"

At this stage says the document:

"Pedro Lorios appeared who made a bid of one hundred and sixty pesos to be paid in cash for the mulatress named Magdalena fourteen years; this bid with the consent of all the interested parties was admitted by His Honor and many persons being present it was ordered published and in fact it was proclaimed (several) distinct times by the voice of the same crier."

The next bid was by Miguel Saint Elouat who offered one hundred and ninety pesos for the mulatress Maria Theresa, sixteen years and the same formalities were observed and duly recorded.

Next happened the event of the sale. "At this stage," says the scribe,

"the negress presented herself, named Angelica, aged eighty years who **during this same proceeding had collected an alms of twelve pesos which she offered for her liberty** but it was not admitted unless it should first be preceded by the publication of her sale as there might be some one who would give more for her. If her petition be prepared with dispatch it will be conceded at the same price. No one having made a bid it was ordered by His Honor that the auction be continued and that in his time he would give the suitable decree and in fact it was repeated by the voice of the crier at different intervals."

The sale of the other property went on with much of interest transpiring, for which the reader must go to the document, and we promise will be repaid for so doing. At last the climax is reached as in all auction sales. The Crier announced,

"that the final call and sale had to be made and concluded with the bids offered at twelve o'clock of this day to the persons who would give the most, and the Angelus having rung for the said hour, His Honor ordered the Crier to hasten the calls and he got ready to close the sales saying; then is there no one who bids more nor gives more than the sum of one hundred and sixty pesos for the mulatress Magdalena;" and so on to the end of the crying, winding up, "for the first, for the second, and for the third time it is good and valid. Good! Good! Good! to the bidder who makes it."

The great event is over, but the Alcalde has not yet said the last word. He has been considering (as he promised he would) the bid of the octogenarian slave for her liberty, to be paid with the little coins she had begged in the crowded auction chamber.

"At this stage His Honor ordered on the petition of the before mentioned negress, Angelica, and with the consent of the interested parties, that she must exhibit, at once, the twelve pesos that she had offered for her liberty, and that the guardian of the estate, Antonio Dupré must draw up the suitable written document."

The document does not say that the ancient slave exhibited the money but the atmosphere of the moment leaves us in no doubt that the withered palm displayed the money. Twelve pesos! \$12. for freedom! to be free after eighty years of servitude!

This introduction has overrun its purpose, and we must stop noting only that the document closes with the declaration that

"His Honor signed with this one (the Escribano) and all the rest who assisted in the proceeding to which I certify,"

and thereupon in solemn order we read the signatures:

"Le Chevalier De Villiers

"Widow Leconte

"Enrique Desprez

"Michil Frilous called St. Elois

"A. Dupre

"Jacques Lerable

"Leonardo Mazange

"Before me Andres Almonester y Roxas S^{no}. Pu^{co}."

The signers Desprez and Mazange were the lawyers of the several owners and S^{no}. Pu^{co}. after Almonester's signature means Escribano Publico.

Those who are interested in comparing the like procedure of the previous regime will enjoy the proces-verbal of a Judicial Sale in 1739 printed in the Quarterly for July, 1925, Vol. 8, page 382.

TRANSLATION

BY LAURA L. PORTEOUS

Judicial Auction Sale of effects of the Succession of Marie Bienvenue widow of Guillaume Dupre called Derbonne (Terrebonne).

See full synopsis of this case, Vol. 8 La. Hist. Qy., p. 707-710, (October, 1925).

The date of this sale is erroneously given at page 708 as 1773. The correct date as shown in this translation is 1772.

In the text there are no paragraphs. We have separated the principal sentences out of respect for the eye of the reader.

In the city of New Orleans on the tenth of March of the year one thousand seven hundred and seventy-two: Senor Don Francisco De Villiers, Alcalde Ordinario, of this said city and its jurisdiction for His Majesty, standing at the doors of the office of the present escribano, in the presence of Antonio Dupré, guardian of the estate and co-heir of Dona Maria Bienvenu; D. Leonardo Mazange, curator ad litem of Guillermo, minor, and defender of Santiago, sons of the above said and also of Pedro and Antonio, brothers, sons of D. Luisa Derbonne, deceased daughter of the above, whose estate appears inventoried in these proceedings: D. Henrique Deprez authorized by procuration of Lorenzo, son of the same: Loña Mariana Lerable, widow Leconte, D. Santiago Lerable, her brother,

children of Doña Juana Derbonne and grand children of the fore mentioned Doña Maria Bienvenu who died intestate. It was ordered by His Honor to publish the sale of all the property inventoried remaining after her death and for this purpose

I, the escribano, by the voice of the public crier of this city made a public proclamation of it saying: who would wish to buy four caldrons; six spoons; six lead and iron forks; two earthen-ware jars; one old copper candlestick; one pair of flat irons to iron linen; four earthen-ware dishes; six small dishes; two soup-tureens; one large dish; four warming-pans; one salt cellar; two iron spits; one pump; one door bolt; one mill to grind coffee; one bucket to make butter-cake; one coffee pot; one syringe; one jar and two large narrow-mouthed pitchers; one cupboard; one lamp; one large earthen jar; one funnel; one snuffer; one pair of chimney irons; two buckets; one large axe, two more medium sized; another small one; four spits; one shovel and another for the chimney; one wagon, one uncovered wagon; two large saws and one small one; one large cable for a raft; one plough with all its necessary parts; two wooden buckets; one small jar; one kneading trough and one granulating sieve; four old chairs; two winnowers; one crib and one strainer; two tables large and small one; armoire and two bureaux; two wooden beds furnished with three mattresses, one of feathers, others of straw and the other of Spanish moss; one wooden bed only, one temporary bed; one Mexican bull's pelt; and one covering; one trunk; some new sheets; one tablecloth and two napkins; seven linen tablecloths; five napkins and seven dish cloths; ten handkerchiefs; ten caps and one small bonnet; one mourning dress; another cotton one; one silk upper petticoat; eight petticoats and one coarse apron; two short loose jackets; one cotton, and the other chintz; five pairs of cotton stockings; two pairs of gloves, one silk the other cotton, three chemises; one jacket; one pair of drawers; two linen pockets; two pairs of slippers; two pairs of scissors and a silver box; one pair of gloves for women; one parasol; one mirror without a setting; one pair of spectacles with a wooden case; five books of different qualities; one statue of Christ; and one holy water font; two iron wedges and one screen. One negress named Angelica, eighty years old, another named Maria, creole, thirty, with four children named Carlos nine, Noel seven, Rosa four, and Maria one and a half; a mulatress named Magdalena fourteen years, another mulatress sixteen, named Maria Theresa; fifty-

three cows small and large; thirty-six sheep small and large; six sows small and large; one principal house very old; one old warehouse twenty-five feet long and sixteen wide; eight arpents of land; sixteen arpents besides; the crop of rice and corn planted at the time the inventories were made, that is gathered at present.

Let a bidder come forward so that his (offer) may be admitted when it shall be made and at this stage Pedro Lorios appeared who made a bid of one hundred and sixty pesos to be paid in cash for the mulattress named Magdalena fourteen years, this bid with the consent of all the interested parties was admitted by His Honor and many persons being present it was ordered published and in fact it was proclaimed (several) distinct times by the voice of the same crier. In a like manner Miguel Saint Elouat appeared who made a bid of one hundred and ninety pesos on the mulattress named Maria Theresa, sixteen years; this with the consent of the said interested parties was admitted by his honor and was ordered proclaimed, this bid was repeated different times.

At this stage the negress presented herself, named Angelica aged eighty years, who during this same proceeding had collected an alms of twelve pesos which she offered for her liberty but it was not admitted unless it should first be preceded by the publication of her sale as there might be some one who would give more for her. If her petition be prepared with despatch it will be conceded at the same price. No one having made a bid it was ordered by His Honor that the auction be continued and that in his time he would give the suitable decree and in fact it was repeated by the voice of the crier at different intervals.

And at this juncture appeared Antonio Dupré with Santiago Lerable for himself and in the name of the rest of the co-heirs for whom they lent voice and security without further contention and by which they will abide, if the remainder of the property be adjudicated to them at the price of its estimation except the negress named Maria, aged thirty years with her four children named Carlos, Noel, Rosa and Mariana, so as not to have more expenses and in consideration that no bidder has appeared the division and partition whereof will be carried out afterwards among all the heirs on the arrival of the absent ones when it may be verified, so that all can take part in its settlement and in like manner sustain it; and it was ordered by His Honor to adjudicate it with the condition that the guardian of the estate maintain

it himself without selling or alienating it until the fore mentioned partition will be made.

At this stage Antonio Dupré offered five hundred pesos for the said negress with her children for himself in ownership and on account of the share which comes to him to receive from this estate. This bid with the consent of the rest of the interested parties was admitted by His Honor with the condition that they must remain affected, subjected and obligated for the responsibility of the property that remains in his possession and it was ordered published as in fact the crier repeated it (several) distinct occasions saying; that the final call and sale had to be made and concluded with the bids offered at twelve o'clock of this day to the persons who would give the most and the Angelus having rung for the said hour His Honor ordered the crier to hasten the calls and he got ready to close the sales saying;

Then is there no one who bids more nor gives more than the sum of one hundred and sixty pesos for the mulattress Magdalena; that of one hundred and ninety for the mulattress Maria Catherina and that of five hundred and thirty for the negress Maria with her four children, named Carlos, Noel, Rosa and Maria; for the first, for the second, and for the third time it is good and valid. Good! Good! Good! to the bidder who makes it. With this the final sale verified the highest bidders must obligate themselves to comply with the conditions of the sale and they signed it.

At this stage His Honor ordered on the petition of the fore mentioned negress, Angelica, and with the consent of the interested parties, that she must exhibit, at once, the twelve pesos that she had offered for her liberty and that the guardian of the estate, Antonio Dupré must draw up the suitable written document and that in the act of adjudication, as the estate has not been declared adjudicated, it (this sale) be executed with the greatest clearness in the obligation that the said guardian must give and His Honor signed with this one (the escribano) and all the rest who assisted in this proceeding to which I certify.

Le Chevalier De Villiers.

Widow Leconte
Enrique Desprez
Michil Frilous
called St. Elois.

A Dupre.
Jacques Lerable.
Leonardo Mazange.

Before me Andres Almonester
y Roxas S^{no}. Puco.

THE HISTORY OF MADISON PARISH, LOUISIANA*

By W. M. MURPHY

Of the Louisiana Bar, Tallulah, Louisiana.

During the historic period five National flags have floated over the territory lying within the bounds of Madison Parish, but we cannot even conjecture how many aboriginal tribes or people may have sojourned here in the distant past or held its soil by their prowess in battle, nor do we know what kind of banners or insignia of sovereignty they hoisted to evidence their claim of possession.

But we know that both the Ouachita and Tensas tribes of Indians were found on or near these grounds by the first white settlers, and that long ago, before the records of written history begin, other tribes, or nations ruled its land, peoples who must have been both numerous and industrious, since they could build with such primitive tools and implements as they are supposed to have used, the remarkable "Indian Mounds" which stand as mute witnesses of the past experience of unknown men in forgotten ages.

The daring Spanish explorer, Fernando DeSoto, who came out upon the east bank of the Mississippi some hundreds of miles north, probably near the present site of Memphis, was undoubtedly the first white man to look upon the wooded shores of this parish as he floated southward on that stream, to meet his death a little further down its current.

Of the flags that have waved over the soil of Madison Parish, first appeared the French fleur de lys, white emblem of the Bourbons, then the Spanish banner and next, the French tri-color of Revolution and First Empire; the Tri-color was followed by the Stars and Stripes, which was replaced for a time by the Stars and Bars of the Southern Confederacy; and again came the Stars and Stripes as the emblem of a reunited people.

Geographically, the history of the parish begins properly with that of La Louisiane, that vast indefinite area claimed by France as a French colony extending from the region of the Alleghanies westward to the Rocky Mountains, and from the

*The author has given this title to his paper, but would rather have it understood that he is making only a contribution to the history of his parish, whose whole story would cover much that is necessarily beyond the limit of this occasion.

Gulf of Mexico to the Country of the Illinois, the outposts of Canada, or New France.

This territory was divided in 1721, under Governor Bienville, into nine Districts, one of which was called New Orleans, and embraced the region now included in Madison Parish.

Spain made no changes except to place bold Commanders in charge of vast areas and this section probably fell under the jurisdiction of the Commander at Monroe. Under the cession from France in 1803, the Congress of the United States created the Territory of Orleans and its northern boundary was this present state line of Louisiana. In 1812 this first Constitutional Territory recovered for us the ancient name of the Colony, and placed this region under full self-government.

But many legislative acts affecting its boundaries were to be passed before Madison should be named and bounded as it is today.

By an act of the Territorial Council of Orleans in 1805, its area was placed within the "County of Ouachita."

By the same legislative body the southern part of it was taken from Ouachita and added to "Concordia County" in 1809.

In 1811 all that country lying south of a point opposite Vicksburg, Mississippi, was given to Concordia and all north of a point opposite Vicksburg, running up the Mississippi to the Arkansas line was made into a new parish and named Warren.

The State Legislature in 1814 annihilated Warren Parish, giving its southern end to Concordia Parish and its northern end to Ouachita Parish; the law-making body then abandoned the name of "county," and substituted the designation of "parish," for such political subdivisions.

In 1832 a strip eighteen miles wide, now nearly all belonging to Madison, was added to Carroll, a newly created parish to the north.

But six years later, in 1838, a new parish was carved out: it began at Shipp's Bayou on the Mississippi, and extended north to the Carroll line. Its western boundary was Big Creek, embracing parts of the present parishes of Richland and Franklin. This large new parish was named for a former President of the United States; and so the Parish of Madison came into existence.

In 1839, a little slice was taken from its north end and given to Carroll and all of the part lying west of Bayou Macon was also taken from it.

In 1846, a slice three miles wide was cut from the southern part of Carroll and attached to Madison.

Neither patient seemed to thrive under this last operation, for no more than one year elapsed before the wound had to be reopened and in 1847 the Legislature clipped a little segment from the northern extremity of Madison and grafted it back upon Carroll.

Fourteen years passed without further interference with its boundaries; but in 1861 all of its land lying south of Bayou Vidal was taken from Madison and given to Tensas, leaving to Madison the contour and area which it retains at the present time. Its dimensions are, roughly, twenty-five miles north and south by thirty across from east to west, thus embracing about four hundred thousand acres of land. Much of that area, it may be recorded, is still covered by virgin forests of hardwood timber, chiefly oak, red gum, ash, elm and cypress.

The first parish seat was established at Richmond, on the bank of Roundaway Bayou some two miles south of the present town of Tallulah. Richmond was an active little city until a great hostile army marched its destructive way through the length of the parish. Its battalions passed over Richmond's streets, applied the torch to its buildings and left no house standing to mark the site of Madison's first capitol.

Patriotic officials and citizens had in advance of the coming of Grant's army removed from the court house the public records and temporarily concealed them in the back country to the west, thus saving from destruction the evidence of land titles, lawsuits, marriages and other public documents and books.

Later, these records were stored in a dwelling which still stands on the east bank of the bayou in the present town of Tallulah where they remained until the parish seat was removed in 1868, to the town of Delta.

So that this residence, now owned by the Lane family, was practically the seat of government for the parish for a period of about five years. This building and the residence which stands on Crescent plantation are now the only buildings in the parish that were in existence prior to the Civil War.

The line of railroad which traverses the parish from east to west was built in the late fifties by the Vicksburg, Shreveport and Texas Railroad Company and was the first railroad built in North Louisiana. To the reader it may seem strange that the road was not run through the town of Richmond which was then the largest and most important town in the parish or in this part of the country.

But that is another story, a tale tinged with romance. Tradition has it that the line had been surveyed to run through Richmond, over a route most favorable for its construction; then the Chief Engineer building the road met a certain lady, a charming widow, the possessor of large plantation acres; he was unmarried at the time. The railroad going through Richmond would miss her plantations by some miles.

If the line could be changed a little to pass a few miles to the north, it would traverse her properties and greatly enhance their value. Could not such a change be considered?

Under the circumstances the matter could but receive the most serious consideration by the gallant engineer. True, if the line were to be diverted, Richmond would feel the hurt and likewise true that there were no towns to be touched by the railroad line if a new route were adopted. Yet the wishes of so interesting a woman were not lightly to be ignored.

The survey through Richmond was abandoned; the road was built on a line some miles further north, running across the widow's fertile fields, and then her interest in the kind engineer suddenly and permanently waned. At this turn of fortune the railroad man, harking back in memory to a former love, established a little station, where the line crossed Brushy Bayou, and he named that station for a sweetheart of his younger days—Tallulah—and this station was destined in later years to become the parish seat.

But to return to the earlier period of the parish history. This part of Louisiana had been settled by people coming from the older States who began moving here in the latter half of the eighteenth century while the Territory was under the dominion of Spain. The influx was slow at that time, for we have records of a census taken in 1769, of Ouachita, which embraced what is now Madison, showing that there were only 110 inhabitants in the whole District of Ouachita. Another enumeration

in 1788 showed 232 people, "about one-half slaves." Later, in 1806, Governor Claiborne made a report in which he says: "Concordia is settled exclusively by Americans." Concordia included what is now Madison.

Governor Claiborne in the same report deplored "the great loss and suffering in that part of the country caused by the overflows of the Mississippi River." From this comment we are reminded that dwellers in its alluvial lands have always lived under the menace of the Father of Waters—as they do unto this day.

That "Americans" were not considered to be desirable settlers, in the opinion of the Spanish authorities ruling Louisiana at that time, because of their religious and political views, is indicated in a report made upon the subject by the then incumbent Roman Catholic Bishop of Louisiana, Don Luis de Pentalvert y Cardenas, who expressed himself as follows:

"The emigration from the western part of the United States and the toleration of our government has introduced into this colony a gang of adventurers who have no religion and acknowledge no God; and they have made much worse the morals of our people.

"A lodge of freemasons has been formed in one of the suburbs of the city and counts among its members officers of the garrison.

"Their secret meetings on fixed days on which they perform their functions as well as other circumstances, gives to this association a suspicious and criminal appearance.

"The adventurers I speak of have scattered themselves over the Districts of Attakapas, Opelousas, Ouachita and Natchitoches. They employ Indians on their farms and have frequent conversations with them and impress their minds with numerous maxims in harmony with their own restless and ambitious temper and with the customs of their western countrymen.

"This evil, in my opinion, can only be remedied by not permitting the slightest American settlement to be made at the points already designated. The parishes which are religiously disposed are losing their faith and their old customs."

Madison Parish, as a part of the Colony of Louisiana, lived under the celebrated "Black Code," a body of laws promulgated by Governor Bienville in the year 1724 and adopted principally to regulate the rights, duties and punishment of slaves.

Governor O'Reilly continued its observance under the Spanish domination and it survived in principle with modifications the period of statehood of Louisiana until slavery was abolished.

A brief mention of some of its provisions may be of interest; a striking note of the religious domination and the restraint imposed in favor of the Catholic creed, the only religion which it recognized or tolerated, runs through all of the Black Code, and though ostensibly enacted for the control of the blacks, its framers were careful at the same time, to cast the mantle of protection about the Church, its very first clause therefore declared that all Jews should be expelled from the colony.

Negroes placed under the supervision of non-Catholics were to be confiscated.

Negroes found working on Sundays or holidays were to be confiscated.

All negroes were to be buried in consecrated ground.

Negroes were not to carry any kind of weapons or big sticks.

When a slave was executed for crime, the State was to compensate the master for the market value of the slave.

Negroes were not to gather in crowds, even at weddings, which latter provision no doubt seemed to the darkies a very cruel one!

While no great battles have been fought on the soil of Madison Parish, there was a serious skirmish near Millikens Bend between the Confederate forces composed of a detachment of Morrison's cavalry and a body of Federal troops in the War between the States.

Toiling armies have tramped over its surface and delved in its black loam. Grant and Sherman landed their legions at Millikens Bend; and, bent on the capture of Vicksburg, sought to transport their forces by water below that city in order to reach the east bank of the Mississippi and surround that beleaguered stronghold. The guns from the cliffs of Vicksburg however, threatened to make the attempt so costly that other expedients had to be tried.

General Sherman sought to turn the waters of the Mississippi into the channel of Walnut Bayou so that his transports might pass along that stream and through other bayous which

lead into the river further south. To that end he tapped the river at a place called Duckport, after a plantation there of that name, with a canal running westward; but the Mississippi refused to be thus diverted from its accustomed course and failed to furnish sufficient depth of water for the desired effect. With some water running into this canal, a number of war boats were being floated into it, when the river began falling, soon leaving the vessels stranded in the mud. Abandoned, their hulks fell away by decay in the course of time. This canal has since become filled up by overflow deposits and is almost obliterated. In a few places its outlines can still be seen.

The traces of another and greater undertaking of that kind remain to furrow the soil of the parish as a reminder of the Civil War. This is Grant's canal dug near the present town of Delta, opposite the city of Vicksburg.

When General Grant assumed command of the forces operating against Vicksburg he tried to solve the problem of getting his army, guns and supplies below that city by changing the course of the Mississippi and floating them down through the new channel. To that end he excavated an immense canal across the base of that point of land which projected from the west toward Vicksburg. At that period the tip of the peninsula was separated from this latter city only by the channel of the river which was comparatively narrow there. Consequently vessels passing down the Mississippi were directly under the Confederate guns.

Though Grant's Canal was made both wide and deep for its entire length of several miles, the big river again refusing to aid the gods of war, failed to supply enough water to float the war vessels and the second attempt likewise came to naught. Grant was as resourceful as well as a determined warrior, however, and while apparently diverting the foe with his efforts to change the course of the Mississippi River, he slipped his fleet of transports past the forts of Vicksburg in the night time with few casualties.

The lines of this canal can be plainly seen and often passing strangers stop to view it. At the time of its building, it was considered to be a mighty undertaking and attracted more than nation wide interest. Madison Parish thus holds within its bounds one of the most impressive relics of the great War between the States.

What Grant and Sherman failed to accomplish with all their vast resources the river did of its own might thirteen years later, when in 1876 it cut for itself an opening through this point of land shifting its channel several miles to the west, and leaving a big section of Madison Parish soil at the very front door of Vicksburg. This land which, though lying east of the river is still in Madison Parish, causes sore trial to the law officers of the parish by reason of the favored retreat its willowed wilderness offers to bootleggers, distillers and other undesirables.

While it may not be claimed that the parish has produced statesmen of national reputation, yet a family resident there furnished an able United States Senator in the person of James M. Downes. A Representative in Congress from this District, General Frank Morey, though he was of northern birth and came south with the Federal army, made his home in the parish for a number of years. After his term in Congress, he several times sought re-election, but this part of the State had then turned its back on the Republican party with which he was allied.

In addition Madison has had her full share of other types of interesting characters, a few of whom should be mentioned.

It is said that Bayou Macon, the stream which forms the western limits of the parish, derives its name from the leader of a robber band, which operated in and at times made its home in the wooded fastnesses of the parish and preyed upon the stream of immigrants journeying west from the other side of the Mississippi River in the second quarter of the last century.

Many of these homeseekers were well to do planters and brought with them their slaves, livestock, moneys and other property, thus affording attractive prey for Macon whose habit it was suddenly to appear from canebrake or thicket at the head of his robber crew, fall upon the unwary traveler and take liberal toll.

Tradition has it that another important stream flowing through the parish takes its name from a bandit leader of that period, Robber Joe, whose real name and antecedents have not been transmitted by authentic history. He was said to have been a tall, long-haired swarthy villain with a following of cutthroats who took tribute from the traveler and were

the moving spirits of many a dark exploit. The name, "Joe's Bayou," in the western part of the parish, attests his renown.

Another picturesque character of a somewhat different sort, was Captain Joe Lee, whose activities in this parish during the Civil war were outstanding. Captain Lee had been a member of the celebrated Quantrell band of guerrillas who operated in Missouri and Kansas and some of whom had come further south as the war progressed. He and others of the band reached this vicinity. He commanded a troop of independent guerrillas, having headquarters in the parishes lying west of Madison; and his activities were largely directed to raiding the camps and straggling troops of the Federal forces then occupying Madison Parish. His little following were daring and well mounted and clad themselves in Federal uniform. This disguise enabled them to approach and surprise the enemy, capturing horses, arms and prisoners and shooting the foe who offered resistance; but it made them liable to court martial and execution in case of capture. They did not intend to be taken, however, and as far as is known none of them ever were.

It is current tradition that in a night raid upon the Federal camp at Millikens Bend with intent to abduct General Grant, Captain Lee almost succeeded in his undertaking.

By living witnesses who knew Lee, he is described as a handsome man above six feet in height, in the early bloom of manhood, with fine military bearing. At the close of the war he went to New Mexico where he became a well to do ranchman. Whether or not he is now living, it is certain that he was alive not many years ago.

There lived for a time in the parish another man of more than passing interest whose history is linked with the locality; General Elias S. Dennis, a commander of Grant's army, who was quartered in the Vicksburg area and came to Madison at the close of hostilities.

Before the war General Dennis was United States Marshal for the State of Kansas. This was a difficult position to fill in those days of violence and bloodshed arising from political bitterness over the slavery question. Indeed, from its riots that state had gained the appellation of "Bloody Kansas."

The General had married the mother of one Slade, a typical western character, or at least made famous as such from

the picture of him which Mark Twain drew in his book, "Roughing It."

Dennis was a tall slight man with pleasant delicate features and long hair worn in curls flowing over his shoulders. He took up his home in the parish following the war where a kind widow so much admired him that she willed to him her plantation; but at her death the will was proved to be defective and from it the General took nothing. He married a prominent lady of the parish who had also been widowed and lived in Madison for many years, being elected to the office of Parish Judge and afterwards to that of Sheriff. In his old age he returned to his native state of Illinois, and settled down to live with a son on a small farm. There he died some thirty years ago.

Another personage who drifted into the parish with the Civil War was a certain Captain Hawkes. No one seemed to know where he came from nor anything of his history as he never spoke of his past. He was a lawyer by profession but enjoyed only a very small practice. He was usually penniless, his clothes were threadbare or torn; he was a testy little man, quick to take offense and to resent affronts, real or imaginary. Rumor had it that he was of some aristocratic English family, which rumor seemed to find support in the fact that he kept and cherished a book of the British Peerage.

The Captain it was thought, had never been married. He lived here and there with various families in the parish, occasionally appearing at the parish seat mounted on a small pony which he owned.

Numerous race riots occurred in the State following the Civil War and Capt. Hawkes' hobby was rioting. Whenever a riot occurred, there Captain Hawkes was sure to be found in the forefront of action. He was also fond of duels and was an authority on the code duello; if not able to participate as a principal he would at least make an effort in any affair of honor to act as a second.

He served in the Legislature from the parish from 1888 to 1892, at a time when the Louisiana Lottery was said to be using money lavishly to control legislation in its behalf. He was opposed to the lottery cause, and though impecunious, he was considered incorruptible. Later he went to live in New Orleans where some twenty-five years ago he was run over by a wagon and killed.

In 1865 the name of a Madison parish man came to be heralded throughout the United States owing to tragedy that arose in events of the civil war. The Confederate Government maintained at Andersonville Georgia a prison for captured Union soldiers. Food, clothing and medicine became scarce, and at times it was not possible to furnish the prisoners with the comforts or even the necessities of life, and they became mutinous to an extent that some of them were fired on by the guards and killed.

After the Union forces took Andersonville and its garrison it was charged in the north that the prisoners had been starved, cruelly treated and shot down without just cause. A wave of indignation swept over that part of the nation and a hue and cry went up for vengeance and for the punishment of all officials and others supposed to have been responsible for conditions at the prison, where some 50,000 Union soldiers had been confined and about 13,000 of them had died.

A well known Encyclopedia gives the following under the title, "Andersonville Ga.":

"After the war, the superintendent of the prison, Henry Wirz, was tried by court martial, and on the 10th of November, 1865, was hanged, and the revelations of the sufferings of the prisoners was one of the factors that shaped public opinion regarding the south in the northern States after the close of the Civil War."

So, upon this authority, a citizen of Madison Parish by his conduct was thought to have been partly responsible for the fateful policy enforced by the north upon the south during the reconstruction era, for that Henry Wirz was Dr. Henry Wirz who had enlisted for the war from the little town of Millikens Bend in this parish and whose neighbors there knew him as a competent physician and an inoffensive man.

Another of Madison's citizens, Major George C. Waddill, then a Confederate officer, had detailed Dr. Wirz for duty at the Andersonville prison.

The records in the court house show that Worth, the celebrated Parisian costumer, at one time owned a large tract of Madison Parish land which was transferred to him by the father of Miss Cora Urquhart, who afterwards became Mrs. James Brown Potter and distinguished herself on the stage of this country and in Europe.

Tradition tells us that Mr. Urquhart deeded this land to Worth in liquidation of a large sum due to that eminent couturier for apparel furnished to Miss Urquhart. That lady, it may be said in passing, is believed to have been born in the parish, on the Araby plantation, then owned by her father.

Whenever their country called, Madison's sons have shouldered their guns and gone to war. She sent her full quota of fighting men to aid the cause of the Confederacy; the Madison Infantry, composed of the flower of the young manhood of the parish, and the Madison Tips, a body so-called because they were recruited from Irishmen working on the levees, many of whom came from County Tipperary. The Tips were famous fighters; when no enemy could be found they fought each other; they relished their fights and accepted the gage of battle wherever offered.

The present generation of young men in like manner flocked to the standard of their country in the World War and fought in France. Some returned with decorations and official honors, some with gassed and wounded bodies—others of them gave their lives.

The United States Government Experiment Station at Tallulah in Madison Parish, is in some respects the only one of its kind and in fact is believed to be the largest of its kind in the country. Working under the Entomological Bureau of the Department of Agriculture, its most important efforts are directed against the cotton boll weevil. It studies the habits and means of lessening the ravages of the pest and of its destruction.

Among the methods under trial is the application of poisons by aeroplane dusting. A number of planes and a well appointed flying field are part of the station's equipment. In its laboratories and in the field work, a force of some one hundred and twenty-five workers are employed during the cotton season. Information about cotton pests and the condition and growth of the plant is gathered from all over the south, and the data and advice contained in the bulletins issued from there are the last word upon the subject and are looked for and followed by the cotton interests of the whole country.

Now, that the poultry products of the country have attained such enormous proportions, exceeding in value annually by some

two hundred million dollars, either the cattle product or that of wheat, it may be pointed out, as a further fact of some interest in the agricultural world that the hens of Madison parish are making records for themselves in egg productions. In a twelve months egg laying contest conducted by the State Agricultural Department with fowls entered from all over the State, the hens entered by Dr. R. L. Roberts of Tallulah, have led all other contestants; one of his White Leghorns having laid 28 eggs in one month and one hundred and sixty seven eggs in seven months.

Samuel H. James, a native son of Madison Parish, was a pioneer in Pecan growing. Near Mounds, in the parish, he had planted 125 acres of nuts about the year 1880, which is thought to have been the earliest attempt to cultivate improved varieties of pecans on a large commercial scale in Louisiana or elsewhere. His orchard and its products came to be known all over the country and its success has given great impetus to improved pecan culture.

Though the parish has not produced any literary figures of outstanding merit, it has furnished several writers whose work is very commendable.

Mr. James, above mentioned in connection with pecan growing, wrote a book called "A Woman of New Orleans," in which his characters were drawn from life. Apparently he made too vivid a picture of them, for upon their solicitation, the book was suppressed.

Afterwards, in 1890, he put out another book which he called "A Prince of Goodfellows." In the introduction of this book he pointed out that in "A Woman of New Orleans" the characters "were taken from real life, a fact that caused no little trouble." He proceeded to deny that the characters in the new book were real persons, admitting however, that some of them were based with modifications, upon certain persons in the parish. The older resident is able to recognize a number of them, for the whole of the action is laid in Madison, where people and customs are depicted during the period from the great yellow fever visitation of 1878, through the disastrous overflow of 1882.

The book is written in excellent style and deserves very favorable criticism. A passage referring to the yellow fever pestilence of 1878 is quoted to demonstrate Mr. James' descriptive style:

It is the last of November now, and no frost yet. Men and women have been praying for it for weeks, just as those dying of thirst in the desert pray for flowing waters. But their prayers have been in vain, and frost has delayed its coming for more than a month after its usual time of appearance; as if it, too, were desirous of adding to the ruin that was upon us. One heavy frost would put an end to all the suffering and stop the fever; but the frost will never come, it seems, and men and women go on dying like so many flies—life has become so cheap.

The pages of that book may serve to recall to living residents memories of that dread pestilence which carried away so many of their kindred and friends.

Mr. James was a classmate of Woodrow Wilson at the University of Virginia of which he was a graduate, attended the University of Heidelberg and graduated in law at Tulane University. He practised law for a time, edited his home-town paper, and wrote books; but he found his real metier in developing the Pecan. He died in this parish in the year 1924.

Miss Mississippi Morris, another local writer, published, among her other productions, a novel, "Toward the Gulf," a book which attracted attention by its graceful style as well as because of its atavistic motif. Miss Morris lived on the Bending Willows plantation on Willow Bayou until her marriage with Mr. R. T. Buckner of New Orleans.

Mrs. Jeanette Coltharp, a native of the parish, wrote a novel, "Burrill Coleman Colored," a well written narrative of some tragic happenings in the community. She is a niece of former United States Senator Downes of this State. Some years ago she went to Shreveport, where she now resides.

Mr. James' realistic story of the epidemic of 1878 suggests further thought on that subject. Spasmodic cases of yellow fever no doubt occurred in the parish in the earlier days of its history, but it has suffered under four major visitations of that dread disease. In each of the years 1866, 1874, 1878 and 1905, an epidemic levied a tragic toll of lives. That of 1905 was practically confined to the town of Tallulah and its vicinity. Here it was of a virulent type; out of a total of seventy cases among the whites there were eighteen deaths; among the negroes there were five deaths out of a hundred cases.

Before the end of the summer the town became so generally infected that the health authorities ordered its evacuation, and residents not ill with the fever were taken away on relief trains which stopped outside the town to take them aboard, all normal train service through the place having been long since suspended.

Conditions became so serious as to attract the sympathy of the whole country toward the stricken community, and a number of physicians and nurses from elsewhere volunteered their aid in the treatment and care of the sick. Among the number were Dr. Chas. Chassaignac of New Orleans who organized the war on the pestilence, and Dr. C. C. Bass of the same city, both of whom nobly sacrificed their practice and their private affairs in order to devote themselves to the suffering community.

Dr. Lomax Anderson of Port Gibson Mississippi, contributed not alone his services, but his life, for here he contracted the fever and died from it.

Here, for the first time in this country, a raging epidemic of yellow fever was completely stamped out during the mosquito season of the year, and a clean bill of health was given to the town in the early autumn. This remarkable achievement was due to the scientific application of the knowledge that the mosquito is the only carrier of the germ of the disease. A similar battle with the fever in New Orleans during the same year, marks the end of yellow fever in that city and in Louisiana. These triumphs of medical science and of modern sanitation relieved the state from all fear of yellow fever and it is one of the enemies of man, that have been completely put under his foot.*

There were numerous Tallulah heroes and heroines in that trying time whose unselfish devotion to duty will always be remembered by their fellow citizens. Doctor Geo. H. Ogbourne, Doctor George W. Gaines and the many men in private life, who treated the sick, nursed the dying and buried the dead, whether friend or stranger, with no thought of reward except a sense of duty well done. And these are not forgotten.

The Mississippi River has washed over alluvial Louisiana as far back as records go. We have already mentioned the report of its damages, made by Governor Claiborne in the year 1806, in which he deplores the loss in north Louisiana from overflows.

*See Dr. R. Matas' splendid paper on this topic, *La. Hist. Qy.*, July, 1926, Vol. 8, No. 3, p. 454.

The first great inundation which occurred after levee building became general in the State was that of the year 1882, which covered all of the alluvial lands in the northern part of the State and much of those lying further south, which calamitous event is often spoken of now by the older residents.

But the record breaking flood and the crowning disaster to the parish and to the State, was that of 1927, when the Cabin Teele levee gave way May 3, mingling its waters with that coming down from the Arkansas, to cover the alluvial area lying in its path to a greater depth and to remain longer than in any previous inundation. But that calamity will probably be the last sacrifice we will be compelled to make, for it enlisted the sympathy of the whole country and brought home to the national government the duty of scientific study of the flood problem, and of protection against its recurrence. As in the case of yellow fever, the remedy will be found and then like its dismal prototype, the danger of floods will be only a memory that will be forgotten under scientific flood control.

Serious though the damage is from the 1927 inundations, compensation will doubtless come out of it. The nation seems to have realized that only the National Government can control the great river, and that it is the duty of the Federal Government to take charge of the hitherto insoluble problem.

When that policy shall become operative and the floods no longer threaten, then will dawn a day of prosperity for Madison and the other alluvial parishes which will be reflected throughout the whole State.

We have seen that the modest little town of Millikens Bend whose site has long ago been eaten away by the shifting Mississippi, is connected with four events of historic interest:

Grant's invading army landed there and established its headquarters in his campaign against Vicksburg.

There a battle of the Civil War was fought.

The town was the home of Henry Wirz, who was executed in 1865 for doing what he conceived to be his duty in the Civil War, and whose name was heralded throughout the nation.

It was the site of the initial crevasse in the levee system of the State in the great 1927 flood disaster.

Fame enough, it would seem, is thus afforded to that erstwhile unpretentious village.

The period from 1830 to 1860 saw the greatest influx of immigration into the parish, mainly from the southeastern States, attracted by its fertile black lands. The newcomers cleared away the heavy forests and planted the new ground in the favored crop, then, as now—cotton.

They cleared all the lands fronting the water courses (which are the highest and most desirable lands for cultivation in alluvial regions) to form a continuous line of plantations along those streams. Wealth, population and land values continued to increase until they reached their highest peak about the year 1861, the zenith of Madison's prosperity.

Then came the destructive Civil War, followed by the demoralizing Reconstruction period with its era of political misrule. Few buildings were left standing; there was no labor to cultivate the fields; plantations lay abandoned. A large part of the acreage, especially along the western bayous, still lie fallow after the lapse of nearly seven decades.

Nevertheless, great progress has been made in recent years. Drainage canals have been dug, good roads constructed, fine school houses erected, herds of improved live-stock have been accumulated and progressive farming methods have been adopted. A new era of permanent prosperity has come, to be checked by the flood of 1927, but retarded only for the moment. For many disasters here in the past have been overcome by the courage and enterprise of the people, and, drawing inspiration from a record of splendid achievement since the coming of the first settlers, they face the future with confidence hope and unconquerable spirit.

This sketch should not be closed without a reference to the part played by Madison Parish in the long contest during our Territorial and early Statehood period over the Municipal designation of the subordinate units of the state. We may, indeed, call this the battle between the word "county" and the word "parish."

Under French and Spanish rule, a parish was a locality attached to or served by a local church or by a priest, the term being used in an ecclesiastic sense, as in some countries at the present time. It is from this circumstance that the local political subdivisions of Louisiana came to be called parishes, while similar divisions in other States are designated as counties. The peculiarity is not, however, without an interesting legislative and

political history; for, under the Territorial administration of Governor Claiborne and his associates—"Americans", as the Creole then called them, there was an actual division into counties; and only after Louisiana became a State in the American Union was the designation of county dropped and that of parish substituted.

It might be supposed that if the "American" influence had been strong enough under territorial rule to cause the establishment of the county the same influence would be yet stronger to maintain that status after Louisiana became a State. Such, however, was not the case.

Claiborne was governor of the Territory from 1803 until its admission into the Union. He filled the position under appointment of the President of the United States. The law making powers were vested in the Governor "and thirteen of the most fit and discreet persons of the Territory," who were appointed annually by the President. From this condition it may be readily inferred that the American influence was potent in political affairs. Nevertheless, during the whole period of the Territorial government, and afterwards, there was constant friction in political matters between the "American" and "Creole" elements, owing to differences in political traditions, as well as religious beliefs and customs.

The Governor and the legislative body being appointed by the President, the "Americans" naturally were favored in the selection of officials, and for a time they controlled all departments of the government, though it must be said that the Creoles were in some respects responsible for this condition of affairs. There was a disposition on their part to hold aloof and to decline to serve in official positions. This mistaken view of their duty was the result of an honest conviction on their part, that, though largely in the majority as citizens and residents, they were unjustly deprived of that participation in self government enjoyed by the other sections of the United States and in disregard of their construction of the terms of the cession to the United States under the Treaty of Paris. The first acts of Congress providing a form of government for this Territory was the cause of this contention and the earnest contest of the native inhabitants did in the end bring about changes in the form of government that mollified the natives and brought them finally into political recognition.

Judging from the record of legislation on the subject, it would seem that the choice of the name "county" or "parish" in districting the Territory (and subsequently in districting the State) developed into a warmly contested issue. Claiborne and his associates were accustomed to the "county" and used that term in legislative and governmental matters, while the Creoles, who were for the most part adherents of the Catholic Church and its customs, knew their local church with its priest as the center of the ecclesiastical "parish". Their homes were in certain named parishes, the limits of which, to be sure might not be well defined geographically, and might not be specifically, or at all, designated by legislative act. The citizen nevertheless knew his parish and objected to seeing it obliterated and called a county or made a part of a county and so designated.

Apparently the struggle over this question was waged at every session of the Council. Sometimes the advocates of "county" won, sometimes those of the "parish". At other sessions both names were used as if by compromise, in order that each faction might have a taste of victory.

These suggestions seem to be borne out by an examination of the early legislation. In 1805, Governor Claiborne and the Council divided the Territory into twelve counties. In 1807, when the people had acquired more voice in legislation, through an elective House of Representatives acting with the Council, those bodies jointly designated nineteen "parishes, for court going purposes." But while parishes might exist for the purpose of forming court-going districts, the county still existed as a political unit, and we find Chapter XXII of the Acts of 1809 defining the limits of "Concordia County." In Chapter X, page 34 of the Acts of 1811, it is provided that this same Concordia County be divided into two "parishes", to be known as Concordia and Warren parishes. But the counties were not yet eliminated. In the Constitution of 1812, there is mention of several, including that of Orleans; though reference is also made to the parishes of St. Bernard, St. Mary, St. Martin and Plaquemine.

Since Louisiana soon afterwards became a State and was governed by a legislature elected by its own people, a large proportion of whom were not "Americans," the word county appeared no more in its legislative annals.

By an Act of the State Legislature, approved February 28, 1814, the boundaries of the various parishes are fixed. One of

them, Warren, (formerly embracing part of the territory of the present Madison parish), was abolished, a portion of it being annexed to Ouachita and the rest of it to Concorida parish. The contest was ended.

Parish boundaries have since been altered, but the "parish" itself remains to distinguish the local governmental district of Louisiana from that of the other forty-seven States.



WILLIAM BEER, 1849-1927

A PARTIAL PORTRAIT

By EDWARD LAROCQUE TINKER

Some twelve years ago when I first visited New Orleans, I was rather intrigued to see at every concert, lecture, and ball a strange old gentleman, always in the front row and invariably asleep. Even as he dozed he seemed to retain an uncanny consciousness, like a cat, for he always woke up the instant the entertainment was over. I was puzzled to know why, under the circumstances, he ever went at all; and it was not until I got to know him well that I discovered he attended these affairs for the little social contacts he made on the way in and out, which meant much in his lonely old bachelor life.

The sleepy old gentleman was none other than William Beer, librarian of the Howard Memorial Library, and almost as well known a landmark in New Orleans as the Cabildo. Very soon I began visiting him, and learned to make my way through the little grilled wicket on the right, past the three nice ladies in black who acted as gentle "Cerberuses" for the library's treasures, to the back of the building. There, behind a desk piled so high with littered books, pamphlets, and letters that they looked as if they were going to start a landslide at any minute and bury him, sat Mr. Beer, with more books stacked knee-deep all around the floor.

It was impossible to see him without realizing he was a character. A brush of gray hair shot straight up from his forehead like a cockatoo's comb, and an accentuated hawk-nose overhung a clipped moustache and a neatly pointed gray beard. Bushy eyebrows overshadowed tired eyes, mistyirised with age and his whole appearance suggested a sleepy bird of prey; but this predatory impression was most misleading, for in reality he was a very kindly but caustic old gentleman, who derived the keenest pleasure from presenting to someone a book or pamphlet he or she really desired and had long sought. Indeed, he had in a superlative degree that priceless quality in a good librarian—a passion for placing the right books in just the right hands, where they would become the most effective tool for creative work.

Like us all, he had his little vanities. He loved to surprise his visitors, to play the prestidigitator and, figuratively, to pull some amazing white rabbit of a book out of a seemingly empty top hat. I always suspected him of stagemanaging these effects and, when he learned some important collector was coming, of salting away in the piles around his desk a few books that he knew would be of superlative interest, and then suddenly appearing to find them at the very moment their production would most dazzle his visitor.

A sympathetic listener was balm to his heart, and he would reminisce for hours as he sat intrenched behind ramparts of stacked volumes flanked by batteries of the quaint old second-hand letter presses he used for straightening out the warped boards of his books. Sometimes he'd fall asleep with a sentence half finished, only to wake up in a short while to continue as if there had been no interruption, or to begin again in the middle of some new and different anecdote—which was disconcerting until one became accustomed to it. Often he recounted boring personalities and frequently repeated himself, but, if his listener was patient and sympathetic, he was sure to come away with some really worth while bit of the old gentleman's amazing knoweldge of books and people. As a *raconteur*, Beer had a keen flair—when he stayed awake!

One day he told me the various steps by which he became a bookman. Born in Plymouth, England, in 1849, he swore he had learned to read when he was three years old had been an omnivorous reader ever since. By the time he was sixteen his interest in and knowledge of books was so well known in his natal town that he was put on the board of directors of a small library. At nineteen he had saved up enough to buy—not a gun, or a dress suit, or a bicycle—but a share of stock of the Plymouth Public Library. As a matter of fact, it was anything but public, for it was necessary not only to own stock but also to be elected to membership before being permitted to use it. It was a mausoleum for unread books of staunch British sentiment and ideas, with the spirit of frozen tradition hovering over it, and Beer said that membership was regarded as a social distinction rather than an intellectual opportunity. The board of governors was composed entirely of moribund and retired admirals, judges, generals, and colonial governors. How they ever elected Beer, then a boy of nineteen, to that august body heaven

only knows. But they did, possibly because they wanted one worker—someone who would take down the minutes of the meetings without going to sleep—and the first act of this young "Daniel," after his election, was to beard in their own den the very roaring old British lions who had given him his position. It came about because a certain wealthy grocer of Plymouth had acquired a great deal of money and then social aspirations. Wishing to further these desires, he acquired a share of stock in the library, only to find that ownership alone gave him no right to read a book or even set foot within the sacred precincts, without first being elected. His name was proposed but was laid over from meeting to meeting until over a year had elapsed, for the board shuddered at the idea of such a commoner becoming a fellow member and having an equal right of sleeping in the same comfortable leather chairs, possibly even disturbing them with his common snoring. Finally, however, the chairman felt some action must be taken and at one of the meetings he said, "It seems a certain Bunce has applied for membership, does anyone know anything of him by any chance?"

There was not a whisper in the room until, after a long wait, Beer spoke up and said, "Well gentlemen, this is rather ridiculous, because you all know him perfectly well. You buy all your groceries from him. He's well off, respectable, and there's no reason why he should not become a member since he owns a share of stock."

"Daniel" triumphed and the grocer was elected. Luckily the modern library seems animated by a very different idea as to the scope of its service.

Soon after this incident Beer had saved twenty pounds with which to pay his expenses on a first visit to London. The afternoon of his arrival there as he was gawking through the streets he stumbled upon the famous Christy's and drifted in. He found an auction going on and the auctioneer holding up a finely bound volume by an author who Beer knew was famous. It was going at twenty-one shillings. Lust for books alight in him, Beer said "twenty-two," and the auctioneer struck the table with his gavel, "Sold." But when he continued and said, "Sold, the eighty-four volumes at twenty-two shillings apiece," poor Beer said that, if his legs had not suddenly become as boneless as boiled macaroni, he would have run away, for he had thought the lot consisted of but one volume and he only had twenty pounds in

his pocket. However, he kept a poker face as he tried to discover some way out of his scrape. Just as he was arriving at the mortifying conclusion that he would have to throw himself on the mercy of the auctioneer, a cheerful voice at his elbow said, "I was sorry to get in too late to bid on that set, but I'll give you twenty-five shillings each if you'll take it." Beer went on his way rejoicing with about twelve pounds in his pocket as the profit on his first book deal. This lucky fluke in his pocket as the profit on his first book deal. This lucky fluke probably sealed his fate and made it inevitable that he should eventually become a bookman.

But before he finally succumbed he tried his hand at many other jobs, in fact, developed into a sort of "jack of all professions," for he studied medicine in Paris from 1872 to 1878 and then returned to England to Newcastle-on-Tyne, where in 1879 he graduated from the College of Physical Science and then went into business there until 1886, when he came to the United States and worked for four years as a mining engineer out West.

All this varied experience and study of different sciences gave him a remarkable fund of general information and a cultural background to bring to his new profession, when, in 1890, in some mysterious manner, he became librarian of the Public Library of Topeka, Kansas. He stayed there only a year before he came to New Orleans and accepted the position of librarian of the Howard Memorial Library. In those first early days he found that city a book collector's paradise, and Beer combed it with enthusiasm. He was as catholic in his tastes as a laughing hyena is about food and collected everything from sugar reports to rare Louisiana imprints, and plenty of both. Quite right he was, too, for there was no branch of knowledge upon which he was not called upon, at some time or other, to furnish books.

He made many staunch friends among the other collectors, and one in particular in Dr. Bauer, a dentist, living on Esplanade, two doors toward the river from Rampart. The dentist's first wife had died and he had married a buxom, very much younger woman, who had no sympathy with his hobby,—the collection of books and bronzes. To illustrate the Doctor's enthusiasm, Beer said he once met him in the street staggering home with a huge bronze clock, under his arm. Stopping to chat, Bauer said nervously, "You know, my house is so full of books and and bronzes that I have nowhere to put this clock except in my

wife's bedroom, and I know she's going to make a frightful scene."

One day Dr. Herbert Putnam, on a visit to New Orleans, was walking with Beer when they met Bauer. Beer said to Putnam, "I'm going to introduce to you a queer character, but a great collector. His admiration for Barye almost amounts to idolatry, and he even has some of his statuettes cast in silver."

As soon as he heard the name, Bauer said, "You are the Dr. Putnam who is the librarian of the Congressional Library, are you not?"

"Yes," said Putnam.

"Then you're a trustee of the Corcoran Art Gallery in Washington, and I want to tell you that a Barye bronze of a lion has been stolen from the third case in such and such a room of the gallery." He gave the exact location.

The explanation of Bauer's information was simpler than it sounded. He had admired so much and studied so carefully Barye's work, that the exact location of every piece in the Corcoran Gallery was indelibly photographed on his mind and at his last visit to Washington he had missed one piece.

When Dr. Putnam returned he went to the Gallery and found the vacant place in the case just as Bauer had described it. A quiet word passed among people who might buy such things soon resulted in the return of the statuette.

Dr. Bauer died some years ago, and his widow, only too glad to free her house of what she considered "junk," had an auction. One or two collectors arrived before the sale and managed to hide some of the most valuable of his books in the drawers of a table, where they were not discovered until after all the others bidders had gone, which made it possible for the men who had played this dirty trick to bid them in at their own price. The day after the sale a man came to Beer and made him a present of two very valuable pamphlets, which he said he had picked up off the floor at the Bauer sale. That was the way auctions were run in those days.

The most amusing of Beer's book adventures, to me, was his encounter with Edgar Farrar, the distinguished Louisiana lawyer, a man of Gargantuan girth and equally uncontrollable temper.

One night at the theater Beer noticed a little girl next to him who began to cry and sob to her mother that she could see nothing. The mother reached over and, touching a very stout lady sitting in front, asked her to remove her hat so that her daughter could see; but the fat lady answered "I will do no such thing."

Beer heard this interchange and said in a perfectly audible tone to his small neighbor, "Little girl, change seats with me, I guess I can see over that elephant." The "elephant's" back quivered with indignation as the exchange was made, but she said nothing. As Beer left the theater after the performance was over, an enormous man came up to him and said, "Mr. Beer, I never meant to speak to you, but that little girl was my daughter. Won't you come and see my books some time?"

A few days later Beer called, and Farrar showed him his library. After they had examined the contents of the shelves, Farrar could contain himself no longer and said, "But, Mr. Beer, you have only just glanced at my most valuable book!"

"You mean your *Annuaire Louisianais* of 1809, of course. But I've had it in my hands, I know all about it, and I'm sorry to have to tell you that yours is a redundant copy."

"What do you mean?" said Farrar.

"Why," replied Beer, "if you had two noses on your face, one would be redundant, wouldn't it? Well, when I glanced at your *Annuaire*, I noticed that twin copies of each of the last two pages had been bound in by mistake, so your book is a redundant copy."

The sly old fox, Beer, had a copy himself, but his, strange as it may seem, was defective in the very respects in which Farrar's was "redundant," the last two pages having been completely worn away by some previous owner having carried it around in his pocket. This deficiency had worried the old gentleman and he had been thinking very fast and talking with a purpose.

No bibliophile had ever heard of a "redundant" book before, it was a little invention of Mr. Beer's, but just the same Farrar could not stand having such a term of reproach applied to the gem of his collection, and he said, "Well, if that's all the matter with it I'll soon cure that," and he started to tear the extra leaves out.

But Beer immediately spoke up and said, "Don't, let me cut them out neatly," which he proceeded to do, and then placed the several leaves on the table. Farrar reached over to throw them into the waste-paper basket, but Beer again interfered and said, "Don't, I may find some use for them," and slipped them into his pocket.

At this point in the tale the old gentleman always chuckled and said, "So I became possessed of a complete copy and Farrar's was cured of its "redundancy."*

But no longer is it possible to sit gossiping with the old man and watch his head nod and his old, old eyes film over and close like a sick eagle's, for he has fallen so soundly asleep that never again will he wake up to go on speaking just as if there had been no interruption.....and.....I'm sorry.

*If you go to the library and ask to see the *Annuaire Louisianais* of 1809, you will notice, upon looking carefully, that the last two pages have been painstakingly pasted in.

LIST OF WRITINGS OF WILLIAM BEER,

Compiled by MISS DEYNOODT

Howard Memorial Library, New Orleans

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JUDAH TOURO*

By Jas. A. Renshaw

Note: For much of what is here recorded I am indebted to my good friend, a fellow member of the Louisiana Historical Society, Mr. Walter Eliot Thwing of Roxbury, Mass., whose father, Supply Clap Thwing of Boston, was not only a close personal friend of Judah Touro, but a co-partner with him in many of his shipping ventures.

Through the ages, from early history down to the present time, the story of the Jewish people has been illumined by brilliant lights of leaders, prophets, teachers and of the many branches of learning and of philanthropy that grace civilized life. Art, music, science and kindred accomplishments have a fascination for the Jew.

We see something in their history that no other peoples possess. Scattered as they have been through all the world, they still retain a personality that marks any one of them a Jew. The descendants of Frenchmen, of Germans, of Russians or indeed of any of the other nationalities by long residence elsewhere and by intermarriage, take on the characteristics of those of their habitat. But the Jews, never. They become loyal citizens of the country of their adoption, but they remain always Jews. They are clannish; they are proud and well they may be.

In that wonderful book, "Ben Hur," a Mother in Israel, chiding her son for his envy of a Roman youth, is made to say:

"To the excellences of other peoples the egotism of a Roman is a blindfold, impenetrable as his breastplate. Oh! the ruthless robbers! Under their trampling the earth trembles like a floor beaten with flails. Along with the rest we are fallen—alas that I should say it to you, my son! They have our highest places and the holiest and the end no man can tell; but this I know—they may reduce Judea as an almond broken with hammers, and devour Jerusalem, which is the oil and sweetness thereof; yet the glory of the men of Israel will remain a light in the heavens overhead out of reach; for their history is the history of God, who wrote with their hands, spake with their tongues, and was himself in all the good they

*Read before the Louisiana Historical Society April 20th, 1926.

did, even the least; who dwelt with them, a Lawgiver on Sinai, a Guide in the wilderness, in war a Captain, in government a King; who once and again pushed back the curtains of the pavilion which is his resting-place, intolerably bright, and as a man speaking to men, showed them the right and the way to happiness, and how they should live, and made them promises binding the strength of his Almightyness with covenants sworn to everlastingly. O my son, could it be that they with whom Jehovah thus dwelt, an awful familiar, derived nothing from Him? That in their lives and deeds the common human qualities should not in some degree have been mixed and colored with the divine? That their genius should not have in it, even after the lapse of ages, some little of heaven?"

These words are burdened with a gracious significance—what an exhibit of the justifiable pride of a Jewish mother.

Judah Touro was a Jew!

He was the younger son of Isaac Touro who came from Holland, where the family had lived through several generations after having been driven from Spain under the Inquisition. Isaac Touro first touched at the West Indies, but shortly afterwards sailed for this country, settling first in New York, where he officiated in holy rites; then moving to Boston, where he married Reyna, a daughter of Moses Hays, and subsequently (about 1760) transferring his residence to Newport, Rhode Island. Here he found a congenial abiding place, for Newport was not only a growing town, but numbered among its inhabitants many of Jewish faith. Owing to his high character and great learning he was chosen Hazzan of the congregation of "Shearith Israel," officiating at the dedication of the new Synagogue Friday, December 2nd, 1763, and serving his people for many years with exemplary ministration.

Judah was born at Newport June 16th, 1775. One of the few things, if indeed it was not the only one, of which he boasted in after life, was that his birth was co-incident with the birth of this great Republic, this land of liberty, this haven of the oppressed and downtrodden.

But the War of the Revolution had sadly depleted the population of Newport; its men had given themselves with patriotic ardor to the cause of freedom; the town itself was among the first to come under British attack and occupation. In 1783 Rabbi Touro, broken in health, his congregation dis-

persed, sailed with his family for Kingston, Jamaica, in hopes of renewed strength; but disease had progressed so far, that within a short period after their arrival death claimed him. He died December 8th, 1783, aged 46 years, and was buried there. The widow and her three children, Abraham, Judah and a daughter, were left destitute. But Mrs. Touro's brother, Moses Michael Hays, came to their relief, bringing them to Boston to be under his care and protection.

This brother was then a merchant of high standing in Boston, and numbered among his friends many of the city's noted men. He bestowed upon his widowed sister and her family the same affectionate solicitude, with which he surrounded his own loved ones. He had the children educated at the best establishments, and when the boys had grown to proper age took them into his store to equip them properly for their future business careers.

Though Judah was the younger of the boys, he gave evidence of keener insight, and so at the early age of 22 years his uncle placed him in charge of a valuable cargo, which he was sending by one of his ships through the Mediterranean. This was a dangerous voyage at that time, for French privateers were giving battle to every American vessel in sight, and Judah's ship was destined to such attack, though not to capture; for the ship was handled so well, and the firing of the Americans so accurate, that the privateer withdrew in a badly damaged condition. The result of this voyage showed a handsome profit, and Mr. Hays gave full recognition to his nephew.

Things went well for a while. But as will sometimes happen, when young people are thrown together, Judah Touro became enamored with his cousin, Catherine Hays, and she in turn seems to have fully reciprocated the love thus shown. For what reason has not been disclosed, except as has been intimated, the poverty of the young man, but the girl's father violently opposed the match, forbidding his daughter to have any further communication with Judah, and dismissing his nephew from his employ. Neither ever married. Catherine Hays died January 2nd, 1854, in Richmond, Va., aged 77 years; just sixteen days later Judah Touro passed away in New Orleans. Through all the long intervening years the love of their youth still lingered with them, and in their respective

will each left a bequest to the other. In the old Newport cemetery they rest near one another.

Thus thrown upon his own resources Judah Touro's lot was not an enviable one. But he found a kind friend in a fellow apprentice, William L. Stutson, who shared his own small means with him until Judah had decided to leave Boston. In later years misfortune overtook Mr. Stutson, and for quite a while, owing to his advanced age and his inability to earn his living, he was the object of care and attention of a relative. When Mr. Touro became cognizant of these facts, he at once instructed and requested his agent at Boston, Supply Clap Thwing, a man akin to Mr. Touro in his kindly and benevolent disposition, to do everything necessary for the comfort and support of Stutson. In reporting to Mr. Touro he wrote the following letter, which may prove of interest:

"I have expended for him about \$30.00 which will make him very comfortable at present; \$1.50 per week will pay his board, so that \$50.00 in all will be sufficient for the winter."

In June, 1853, Mr. Touro permitted Mr. Thwing to disclose to Stutson the name of his benefactor; and in writing thereof Mr. Thwing said: "His heart overflows with gratitude, that he has found so kind a friend to solace him in his old age after such a life of turmoil and poverty. He will be 79 next August." This support was continued by Mr. Touro, and at the latter's death was taken over by Mr. Shepherd, who cared for him until Stutson's passing, February 13th, 1857.

Mrs. Touro, the mother, died September 23rd, 1787, in Boston. Abraham, the eldest child, who continued to live in Boston, died a bachelor in 1822. He had accumulated no mean fortune, and one of his bequests was a liberal fund to provide for all time for the preservation and care of the old synagogue and cemetery at Newport and the street on which they fronted. The sister married a Mr. Lopez, she dying in 1833.

During one of the later months of 1801, towards the end of October, Judah Touro sailed from Boston for New Orleans, selecting this city as offering the greater opportunity for a business career. The voyage out was singularly tempestuous, and the vessel was subjected to so much delay in consequence that it was February, 1802, before tying up at the city, then a town of approximately 8,000 people and still under Spanish

domination. He lost no time in establishing himself and opened on St. Louis Street near the river front, a store, to which, (he being consignee) was transferred the cargo of the ship, which brought him here, and which consisted mainly of cheese, soap, candles, codfish and like New England products. This venture was profitably disposed of; and prompt returns so pleased the Boston shippers, that his operations rapidly expanded. Every vessel from that section brought him consignments, while owners early began to send their ships to him as agent to collect freight money and solicit return cargoes.

Not long after his arrival in New Orleans he became acquainted with two young Virginians, the brothers James H. and Rezin Davis Shepherd, who like himself had selected this city as a favorable place for mercantile enterprise. This acquaintance soon became the closest friendship, which lasted through the years till Death severed the tie. James H. Shepherd was the first of the trio to depart this life, then Judah Touro some time after.

During the campaign of the British against New Orleans, Touro and Rezin Shepherd volunteered their services in the defence of the city. Touro was assigned to an infantry company, and Shepherd to Captain Ogden's Horse Troop, later to be transferred as aid to Commodore Patterson.

A few days prior to the battle of the 8th of January, 1815, it became necessary to remove some munitions, an exceedingly dangerous proceeding, exposed as were the men so engaged to a heavy fire from the enemy. Among those so assigned was Touro. It was not long before a 12 pound shot tore the flesh from one thigh, a ghastly and dangerous wound. About the same time Shepherd had been charged by Commodore Patterson with the delivery of a message to some other command. On his way he heard of Touro's distress which so affected him, that unmindful of his mission, he hurried to Touro, put him in a cart and drove to the city. On the way Shepherd gave the wounded man liberal drinks of brandy, which helped to sustain his sinking vigor. In after years the good old gentleman referred to this occasion as being the only time he ever drank to excess.

When Shepherd finally reported to Commodore Patterson he was met with a show of justifiable anger; but he told his story in such a forcible way, that the Commodore forgave this breach of military discipline.

Mr. Touro's business prospered. He was an incessant worker, being the first to open his store in the morning and the last to close it in the evening. His arduous labors to accumulate a fortune were not for the mere gratification of having money, for there was no miserly trait in him; but the possession of means enabled him, what seemed his greatest pleasure, to relieve distress and misfortune about him. His kindnesses were many.

In 1816 Mr. Touro transferred his office to Chartres Street near the corner of St. Louis, now numbered 507. As late as 1917 there was a sign so indicating, but later the front of this building was altered and the sign removed. In 1824 his office was at 151 Chartres St., and for a while was located in Exchange Alley, corner Conti.

The late Mrs. Richardson, widow of Dr. T. G. Richardson, in a short newspaper sketch stated that in 1840 Christ Church (Episcopal) had its place of worship at Canal and Bourbon, and that at that time Judah Touro occupied the adjoining building as his residence.

It was a peculiarity of his never to sleep above the ground level, so the lower floor was used as his living quarters. It is said his wine closet was well stocked with a choice selection.

Like others of his family he had his idiosyncracies. The voyage from Boston to New Orleans so impressed him, that never after would he put foot aboard ship, though himself the owner or part owner of many vessels. Nor would he ever ride horse-back, or in any conveyance, after an accident to his brother Abraham, who while witnessing a military parade, was thrown from a chaise, the horse attached to which became unmanageable from fright at the fire of artillery. This accident, though the best of care was given him, resulted in Abraham's death in 1822.

With the exception that military duties in 1815 required him to pass the limits, he never crossed the boundaries of the city proper. It was one of his strange fancies.

In 1830 he founded the Touro Free Library, which provided the reading public with the use of books without charge.

One of his most talked-of donations was his quick response to the offer of Amos Lawrence, who pledged \$10,000.00 to the fund for the erection of the Bunker Hill monument, if another could be found to do likewise. At a dinner given June, 1843, in celebration of the completion of the monument this toast was given:

"Amos and Judah, venerated names,
 Patriach and Prophet press their equal claims,
 Like generous coursers running 'neck and neck'
 Each aids the work by giving it a check;
 Christian and Jew, they carry out one plan,
 For though of different faiths each is in heart a man."

The brick enclosure about the cemetery in Newport put there through the liberality of his brother, Abraham, was removed in 1842 by Judah Touro, who at a cost of \$12,000.00 substituted a handsome railing of granite and iron. At the same time he caused to be erected there an imposing monument in memory of his parents. He also purchased the Old Stone Mill, a venerable land mark, with its surrounding grounds, donating this property for public use to the city of his birth. The place is still known as Touro Park.

He was honored in 1843 by election as Honorary Member of the Redwood Library and Atheneum Company of Newport. But ~~declining~~ membership he sent through his Boston agent, Supply Clap Thwing, a check of \$1,000.00 for the repair of the portico of the Library building; and a further check through this same representative for grading Touro Street and flagging and curbing its sidewalks from its head to the Library. *accepting*

I have already alluded to Mr. Touro's shipping interests. In 1831 he was sole owner of the brig "Comet," 255 tons, with Captain Daniel Marcy in command; later he was one third owner of the ship "Judah Touro", one fourth owner of the ship "R. D. Shepherd", one fourth owner of the ship "Peter Marcy", and had a part interest in the brigs "Delta" and "Massachusetts." *later full owner*

Mr. Touro was also represented in Boston by Mr. Titus Welles, who had charge of the property left to his brother Judah by Abraham Touro. On the death of Mr. Welles, June 3rd, 1851, this trust was transferred to Mr. Supply Clap Thwing and totaled at that time \$91,465.93.

Mr. Thwing was then the sole agent for Mr. Touro in Boston, and under the latter's will paid out \$222,000.00 to various legatees.

Dr. Theodore Clapp, who for many years was pastor here of what was first known as the Universalist Church and later as the Unitarian, was regarded as one of the leading divines of the country. He came to New Orleans in 1822. The third Sabbath after his arrival he was unanimously called by the entire

church body to its pastorate; but upon investigation, finding the church was indebted to the extent of \$45,000.00 without a dollar in hand towards its liquidation, declined to accept the call unless provision was made for the discharge of the incumbrance. The legislature then being in session the trustees applied for a lottery franchise (such being at that time regarded as justifiable for charitable purposes) and the grant was at once allowed. Within the week it was sold for \$25,000.00 to the agents of Yates and McIntyre of New York. There was still a deficit of about as much more, to raise which, the church property was conveyed to Judah Touro without any conditions or reservations, so thoroughly satisfied were the trustees that no advantage would be taken. And they were correct. Never was any rent exacted; nor would Mr. Touro entertain any offer to purchase (for the property had become very valuable for commercial purposes,) saying no money could tempt him so long as the church desired the use thereof. And so matters remained till fire in 1852 destroyed the building at the same time the first St. Charles hotel was burned. Mr. Touro provided the congregation with another house of worship, pending the building of a new church at St. Charles and Julia Streets.

I quote this beautiful tribute of Dr. Clapp:

"Through all these 'times that tried men's souls' Mr. Touro pursued the even tenor of his way, ever calm and self-possessed, and with his robes unstained. The poisonous breath of calumny never breathed upon his fair name as a merchant and upright business man. The most tempting opportunities of gain from the shattered fortunes, which were floating around, never caused him in a single instance to swerve from the path of plain, straightforward, simple, unbending rectitude. He was uniformly just....I heard Mr. Touro once remark, that, in his whole life, he had never knowingly, deliberately injured a fellow being, either as to his person, property or reputation. Of all the glories which men have displayed in any age, none is more entitled than this species of excellence to our unqualified admiration. None is more rare."

Concerning his goodness of heart Dr. Clapp relates, that as Mr. Touro was standing in the door-way of his counting-house one evening, there passed a poor, lost inebriate being taken by the sheriff to prison for debt. Mr. Touro stopped the party, and having known the arrested one, spoke kindly to him. Having

ascertained that the claim with costs was \$900.00 he immediately paid the amount. "I do not expect much," Mr. Touro said, "that it will be of any benefit to the individual himself, but I have performed the act for the sake of his family."

He gave liberally in private donations; to the church which he most loved he contributed \$220,000.00 while to those of other faiths his offerings were some \$300,000.00.

Dr. Clapp continues:

"I was, in his counting-room one morning, when he told me, weeping, that he had just signed a document resigning his legal title to the entire estate of his only sister, recently deceased. It was worth, if I remember aright, about \$80,000.00. He refused to take the smallest fraction of it, and requested his friends at the north to distribute it for charitable purposes, in the manner which they thought would be most agreeable to her, were she still living. Had avarice been his ruling passion, would he have allowed such a windfall to escape his grasp?"

His concluding reference to Mr. Touro reads:

"I thank God for my acquaintance with this man; I thank God that he was my friend; above all, I would be thankful for the hope of meeting him in that brighter existence, where those who love each other will be separated no more."

One of the larger bequests under the Touro will was that of \$80,000.00 for the establishment of an almshouse for the aged and poor. It seems strange that up to that time no provision had been made by the city for the care of such unfortunates other than the work-house and the jail, where such as applied were given shelter, though they served time as a matter of fact as any prisoner. Religious institutions there were, which opened their doors to this class of the population, but they could accommodate but comparatively few of such unfortunates.

I am indebted to Kendall's History of New Orleans, which gives a much enlarged account, for the facts and figures here presented.

A location was selected on the river front between Desire and Piety Streets for the construction of this Home. The property itself cost \$43,000.00, which amount was a personal donation by Mr. R. D. Shepherd. On Feb. 22nd, 1858, work began. The plan of the building showed a structure 300 feet in length by 60 feet in depth, of three stories and of Gothic style. It was April, 1862, before the building was practically completed. Its cost

was \$206,000.00. While the original fund had increased under the able management of Mr. Shepherd to approximately \$130,000.00, there was a shortage of quite a considerable amount, which it has been generally conceded was contributed by Mr. Shepherd.

The almshouse had not yet been formally turned over to the City by the trustees of the fund, when the Federal troops under General Butler were quartered in New Orleans. The premises were seized and occupied as a barracks till after the close of the War between the States. This date, September 1st, 1865, was fixed for the evacuation of the building; but just the night before, in that portion occupied by Captain Sylvanus Small's Company, fire broke out and the entire structure was destroyed. For some years the ruins remained undisturbed, finally crumbling away, and later the site was used as a coal yard.

A report by a board of three officers, appointed by General Canby, for the investigation of this disaster, was accepted by the Court of Claims, who found that "the reasonable rental value of said building during the said period of occupation, was \$21,000.00, or \$28,000.00 less than the Government had expended thereon in the completion and repair of said buildings— . . . the reasonable value of the said building, including the expenditures so made by the Government, as aforesaid, was at the time of the destruction \$94,400.00, which . . . represents the rental value and the destruction of the said building." The City put in a claim for \$287,585.00, say \$206,000.00 cost of building, and \$81,585.00 as rental for the practically three and one half years of occupancy. The Government has since paid over to the Almshouse Board \$21,000.00, but has apparently taken no further action.

After the fire the trustees of the fund turned over to the city the vacant site and \$4000.00 of cash in their possession. Touro's fine bequest had yet given no home nor help to the poor and needy; and not until 1882, under Mayor Shakespeare, was any further provision made for the relief of such unfortunates. Shakespeare, a practical man of the people, realizing that gambling could not be suppressed, established what was termed the "gamblers' fund", a voluntary tax, or contribution, paid by gambling houses for protection, and from which as much as \$40,000.00 a year was realized. During the several years that this was permitted a considerable fund was accumulated; from which

Mayor Shakespeare bought a site on Arabella Street, just back of St. Charles Avenue, building thereon a structure sufficiently roomy to accommodate 150 inmates. From 1886 the City Council appropriated \$10,000.00 per annum for up-keep, but in 1900 cut the amount to \$7500.00. This proved insufficient; and in 1901 Mayor Capdevielle determined to reorganize the institution. He accordingly appointed as a Board of Managers, T. P. Thompson, J. P. Buckley, G. W. Roth, J. A. Pierce and G. A. Chiapella.

President Thompson was keenly alive to the interests of the Home. He soon found that the City Treasurer had in hand the cash turned over by the Touro trustees, which had increased to \$14,610.85, and succeeded by proper official action in having this amount and the site of the old Almshouse turned over to his board, and then (nearly 50 years after Touro's death) did the bequest begin to provide shelter and care for the needy. Under Mayor Capdevielle's administration the name of the Almshouse was given its present official title "Touro-Shakespeare Almshouse."

Mr. Touro died at 11 o'clock, Wednesday night, January 18th, 1854, at his residence on Canal Street.

It can well be surmised what a loss to the community was the passing of this good man. His funeral here was one of the events in the city's life. He had expressed, in his later years, the desire that he should be buried in the cemetery at Newport beside his mother, and shortly before his death he charged Mr. Shepherd to see that this was done. There his body was taken, and in the old cemetery, rest mother and son, together as was his wish.

On his tomb-stone is inscribed:

"By righteousness and integrity he collected his wealth;
In charity and for salvation he dispensed it.

The last of his name, he inserted it in the book of
philanthropy

To be remembered forever."

He left a fortune of a million dollars, great wealth for that age, of which more than half was given in various bequests. His life-long friend, Rezin Davis Shepherd, was named residuary legatee.

I have had copied from the Court Records and here present,

THE WILL OF JUDAH TOURO

Be it known that on this sixth day of January, in the year of our Lord One thousand eight hundred and fifty four, and of the Independence of the United States of America the Seventy Eighth at a quarter before ten o'clock A. M.

Before me, Thomas Layton, a Notary Public in and for the City of New Orleans, aforesaid, duly commissioned and sworn, and in presence of Messrs. Jonathon Montgomery, Henry Shepherd, Jr., and George Washington Lee, competent witnesses residing in said city and hereto expressly required,

Personally appeared Judah Touro of this City, Merchant, whom I, the said Notary, and the witnesses found sitting in a room at his residence, No. 128 Canal Street, sick of body but sound in mind, memory and judgment, as did appear to me, the said Notary, and to said witnesses. And the said Judah Touro requested me, the Notary, to receive his last Will or Testament, which he declared to me, Notary, as follows to-wit and in the presence of said witnesses,

- 1st I declare that I have no forced heirs.
- 2nd I desire that my mortal remains be buried in the Jewish Cemetery in New Port, Rhode Island, as soon as practicable after my death.
- 3rd I nominate and appoint my trusty and esteemed friends, Rezin Davis Shepherd of Virginia, Aaron Keppel Josephs of New Orleans, Gershom Kursheedt of New Orleans, and Pierre Andre Destrac Cazenave of New Orleans my testamentary Executors and the detainers of my Estate, making however the following distinctions between my said Executors, to-wit to the said Aaron Keppel Josephs, Gershom Kursheedt and Pierre Andre Destrac Cazenave I give and bequeath to each one separately the sum of Ten Thousand Dollars, which legacies I intend respectively not only as tokens of remembrance of those esteemed friends, but also as in consideration of all services they may have hitherto rendered me, and in lieu of the commissions to which they would be entitled hereafter in the capacity of Testamentary Executors as aforesaid. And as regards my other designated Executor, say my dear, old and devoted, friend, the said Rezin Davis Shepherd, to whom under Divine Providence I am greatly indebted for the preservation of my life,

when I was wounded on the 1st of January, 1815, I hereby appoint and institute him, the said Rezin Davis Shepherd, after the payment of my particular legacies and the debts of my Succession, the Universal Legatee of the rest and residue of my Estate movable and immovable.

In case of the death, absence or inability to act of one or more of my said Executors, I hereby empower the remaining Executor or Executors to act in carrying out the provisions of this my last Will and in the event of default of any one or more of my said Executors before my own demise, then and in that case, it is my intention that the heirs or legal representatives of those who may depart this life before my own death, shall inherit in their stead the legacies hereinbefore respectively made to them.

- 4th I desire that all leases of my property and which may be in force at the time of my demise shall be faithfully executed until the same shall have expired.
- 5th I desire that all the Estate, Real, Personal and mixed, of which I may die possessed, shall be disposed of in the manner directed by this my last Will and Testament.
- 6th I give and bequeath to the Hebrew Congregation, the Dispersed of Judah, of the city of New Orleans, all that certain property situated in Bourbon Street immediately adjoining their Synagogue, being the present school house and the residence of the said Mr. Gershom Kursheedt, the same purchased by me from the Bank of Louisiana, and also to the said Hebrew Congregation the two adjoining brick houses purchased from the Heirs of David Urquhart, the revenue of said property to be applied to the founding and support of the Hebrew School connected with said Congregation, as well as the defraying of the salary of the Reader or Minister, said property to be conveyed accordingly by my said Executors to the said Congregation with all necessary restrictions.
- 7th I give and bequeath to found the Hebrew Hospital of New Orleans the entire property purchased for me, at the Succession sale of the late C. Paulding, upon which property the Building now known as the Touro Infirmary is situated. The said contemplated Hospital to be organized according to law as a Charitable Institute for the relief of the Indigent

Sick by my Executors and such other persons as they may associate with them conformably with the laws of Louisiana.

- 8th I give and bequeath to the Hebrew Benevolent Association of New Orleans Five Thousand Dollars.
- 9th I give and bequeath to the Hebrew Congregation, Shangarar Chased of New Orleans Five Thousand Dollars.
- 10th I give and bequeath to the Ladies Benevolent Society of New Orleans the sum of Five Thousand Dollars.
- 11th I give and bequeath to the Hebrew Foreign Mission Society of New Orleans the sum of Five Thousand Dollars.
- 12th I give and bequeath to the Orphans' Home Asylum of New Orleans the sum of Five Thousand Dollars.
- 13th I give and bequeath to the Society for the relief of Destitute Orphan Boys in the Fourth District the sum of Five Thousand Dollars.
- 14th I give and bequeath to the St. Anna's Asylum for the relief of destitute females and children the sum of Five Thousand Dollars.
- 15th I give and bequeath to the New Orleans Female Orphan Asylum at the corner of Camp and Prytania Streets the sum of Five Thousand Dollars.
- 16th I give and bequeath to the St. Mary's Catholic Boys' Asylum, which my old and esteemed friend Mr. Anthony Rasch is chairman of the Executive Committee the sum of Five Thousand Dollars.
- 17th I give and bequeath to the Milne Asylum of New Orleans the sum of Five Thousand Dollars.
- 18th I give and bequeath to the Firemen's Charitable Association of New Orleans the sum of Four Thousand Dollars.
- 19th I give and bequeath to the Seamen's Home in the First District of New Orleans the sum of Five Thousand Dollars.
- 20th I give and bequeath for the purpose of establishing an Alms House in the city of New Orleans, and with the view of contributing as far as possible to the prevention of Mendicity in said city the sum of Eighty Thousand Dollars (say 80,000.00) and I desire that the Alms House, thus contemplated, shall be organized according to law, and further it is my desire that after my Executors shall have legally organized and established said contemplated Alms House and appointed proper persons to administer and control the direction of its affairs, then such persons legally so ap-

pointed and their successors in office, conjointly with the Mayor of the city of New Orleans and his successors in office shall have the perpetual direction and control thereof.

- 21st I give and bequeath to the City of New Port in the State of Rhode Island, the sum of Ten Thousand Dollars on condition that the sum be expended in the purchase and improvement of the property in said city known as the Old Stone Mill to be kept as a public Park Promenade ground.
- 22nd I give and bequeath to the Red Wood library of New Port aforesaid for Books and Repairs the sum of Three Thousand Dollars.
- 23rd I give and bequeath to the Hebrew Congregation Oharbay Shalome of Boston, Massachusetts, the sum of Five Thousand Dollars.
- 24th I give and bequeath to the Hebrew Congregation of Hartford, Connecticut, Five Thousand Dollars.
- 25th I give and bequeath to the Hebrew Congregation of New Haven, Connecticut, Five Thousand Dollars.
- 26th I give and bequeath to the North American Relief Society for the Indigent Jews of Jerusalem, Palestine, of the City and State of New York (Sir Moses Montifiore of London, their Agent) Ten Thousand Dollars, say \$10,000.00.
- 27th It being my earnest wish to co-operate with the said Sir Moses Montifiore of London, Great Britain, in endeavoring to ameliorate the condition of our unfortunate Jewish brethren, in the Holy Land, and to secure to them the inestimable privilege of worshipping the Almighty according to our Religion, without molestation, I therefore give and bequeath the sum of Fifty Thousand Dollars to be paid by my Executors for said object through the said Sir Moses Montifiore in such manner as he may advise as best calculated to promote the aforesaid objects, and in case of any legal or other difficulty or impediment in the way of carrying said bequest into effect, according to my intentions, then and in that case I desire that the said sum of Fifty Thousand Dollars be invested by my Executors in the foundation of a Society in the City of New Orleans similar in its objects to the North American Relief Society for the Indigent Jews of Jerusalem, Palestine, of the City of New York, to which I have before referred in this my last Will.

- 28th It's my wish and desire that the Institutions, to which I have already allowed in making this Will, as well as those to which in the further course of making this Will I sh refer, shall not be disqualified from inheriting my legacies to them respectively made for reason of not being incorporated and thereby qualified to inherit by law, but on the contrary, I desire that the parties intrusted in such Institutions and my Executors shall facilitate their organization as soon after my decease as possible. I then render them duly qualified by law to inherit in the premises according to my wishes.
- 29th I give and bequeath to the Jews Hospital Society of the City and State of New York Twenty Thousand Dollars.
- 30th I give and bequeath to the Hebrew Benevolent Society Mashebat Napesh of New York Five Thousand Dollars.
- 31st I give and bequeath to the Hebrew Benevolent Society Gimelet Chased of New York Five Thousand Dollars.
- 32nd I give and bequeath to the Ialmuch Iorah School fund attached to the Hebrew Congregation Sheareth Israel of the City of New York and to said Congregation Thirteen Thousand Dollars.
- 33rd I give and bequeath to the Educational Institute of the Hebrew Congregation Briai Peshurum of the City of New York the sum of Three Thousand Dollars.
- 34th I give and bequeath to the Hebrew Congregation Shangarai Tefile of New York Three Thousand Dollars.
- 35th I give and bequeath to the Ladies Benevolent Society of the city of New York, the same of which Mrs. Richey Levy was a directress at the time of her death, and of which Mistress I. B. Kursheedt was first Directress in 1850, Three Thousand Dollars.
- 36th I give and bequeath to the Female Hebrew Benevolent Society of Philadelphia (Miss Gratz, Secretary) Three Thousand Dollars.
- 37th I give and bequeath to the Hebrew Education Society of Philadelphia (Pennsylvania) Twenty Thousand Dollars.
- 38th I give to the United Hebrew Benevolent Society of Philadelphia aforesaid Three Thousand Dollars.
- 39th I give and bequeath to the Hebrew Congregation Ashabat Israel of Falls Point, Baltimore, Three Thousand Dollars.

- 40th I give and bequeath to the Hebrew Congregation Beth Shalome of Richmond, Virginia, Five Thousand Dollars.
- 41st I give and bequeath to the Hebrew Congregation Sheareth Israel of Charleston, South Carolina, the sum of Five Thousand Dollars.
- 42nd I give and bequeath to the Hebrew Congregation Shangarai Shamoyen of Mobile, Alabama, Two Thousand Dollars.
- 43rd I give and bequeath to the Hebrew Congregation Mikoe Israel of Savannah, Georgia, Five Thousand Dollars.
- 44th I give and bequeath to the Hebrew Congregation of Montgomery, Alabama, Two Thousand Dollars, (say \$2000.00)
- 45th I give and bequeath to the Hebrew Congregation of Memphis, Tennessee, Two Thousand Dollars.
- 46th I give and bequeath to the Hebrew Congregation Adas Israel of Louisville, Kentucky, Three Thousand Dollars.
- 47th I give and bequeath to the Hebrew Congregation Briai Israel of Cincinnati, Ohio, Three Thousand Dollars.
- 48th I give and bequeath to the Hebrew School Talmud Ieladin of Cincinnati, Ohio, Five Thousand Dollars.
- 49th I give and bequeath to the Jews Hospital of Cincinnati, Ohio, Five Thousand Dollars.
- 50th I give and bequeath to the Hebrew Congregation Fifareth Israel of Cleveland, Ohio, Three Thousand Dollars.
- 51st I give and bequeath to the Hebrew Congregation Briai El of St. Louis, Missouri, Three Thousand Dollars.
- 52nd I give and bequeath to the Hebrew Congregation of Beth El of Buffalo, New York, Three Thousand Dollars, (say Three Thousand Dollars)
- 53rd I give and bequeath to the Hebrew Congregation of Beth El of Albany, New York, Three Thousand Dollars.
- 54th I give and bequeath to the three following Institutions named in the Will of my greatly beloved brother, the late Abraham Touro of Boston the following sums:
First: To the Asylum for Orphan Boys in Boston, Massachusetts, Five Thousand Dollars.
Second: To the Female Orphan Asylum of Boston aforesaid Five Thousand Dollars.
Third: And to the Massachusetts General Hospital Ten Thousand Dollars.
- 55th I give and bequeath Ten Thousand Dollars for the purpose of paying the salary of a Reader or Minister to officiate in

the Jewish Synagogue of New Port, Rhode Island, and to endow the Ministry of the same, as well as to keep in repair and embellish the Jewish Cemetery in New Port aforesaid, the said amount to be appropriated and paid or invested for that purpose in such manner as my Executors may determine. Concurrently with the Congregation of New Port aforesaid if necessary. And it is my wish and desire that David Gould and Nathan H. Gould, sons of my esteemed friend the late Isaac Gould Esq. of New Port aforesaid should continue to oversee the Improvements in said Cemetery and direct the same. And as a testimony of my regard and in consideration of services rendered by their said Father, I give and bequeath the sum Two Thousand Dollars to be equally divided between them, the said David and said Nathan H. Gould.

- 56th I give and bequeath Five Thousand Dollars to Miss Catherine Hays, now of Richmond, Virginia, as an expression of the kind remembrance in which that esteemed friend is held by me.
- 57th I give and bequeath to the Misses Catherine, Harriet and Julia Myers, the three daughters of Mr. Moses M. Myers of Richmond, Virginia, the sum of Seven Thousand Dollars to be equally divided between them.
- 58th I give and bequeath the sum of Seven Thousand Dollars to the surviving Children of the late Samuel Myers of Richmond, Virginia, to be equally divided between them in token of my remembrance.
- 59th I give and bequeath to my Friend, Mr. Supply Clap Thwing of Boston, Massachusetts, the sum of Five Thousand Dollars as a token of my esteem and kind remembrance.
- 60th I give and bequeath the sum of Three Thousand Dollars to my respected friend the Reverend Isaac Leeter of Philadelphia as a token of my regard.
- 61st I give and bequeath the sum of Three Thousand Dollars to my friends, the Reverend Moses N. Nathan, now of London, and his wife to be equally divided between them.
- 62nd I give and bequeath the sum of Three Thousand Dollars to my friend the Rev. Theodore Clapp, of New Orleans, in token of my remembrance.

- 63rd To Mistress Ellen Brooks, wife of Gorham Brooks, Esquire of Boston, Massachusetts, and daughter of my friend and Executer Rezin Davis Shepherd, I give the sum of Five Thousand Dollars, the same to be employed by my Executors in the purchase of a suitable memorial to be presented to her as an earnest of my very kind regard.
- 64th I give and bequeath the sum Twenty Five Hundred dollars to be employed by my executors in the purchase of a suitable memorial of my esteem to be presented to Mrs. M. D. Josephs, wife of my friend Aaron K. Josephs, Esquire, of the City.
- 65th I give and bequeath the sum of Twenty Five hundred dollars to be employed by my Executors in the purchase of a suitable Memorial of my esteem for Mistress Rebecca Kursesheet, wife of Mr. Benjamin Florance of New Orleans.
- 66th I revoke all other writs or testaments which I may have made previously to these present. Thus it was that this Testament or last Will was dictated to me, the Notary, by the said Testator in presence of the witnesses herein above named and undersigned, and I have written the same such as it was dictated to me by the Testator, in my own proper hand in presence of said Witnesses and having read the Testament in a loud and audible voice to the said Testator in presence of said witnesses he, the said Testator declared in the same presence, that he well understood the same and persisted therein.

All of which was done at one time, without interruption or turning aside to other acts.

Thus done and passed at the said City of New Orleans at the said residence of the said Mr. Judah Touro the day, month and year first before written in the presence of Messieurs Jonathan Montgomery, Henry Shepherd Jr. and George Washington Lee, all three being witnesses as aforesaid, who with the said Testator and me, the said Notary, have herewith signed their names.

(signed) J. TOURO

J. MONTGOMERY

HENRY SHEPHERD, JR.

GEORGE W. LEE

THOS. LAYTON, Notary Public.

I certify the foregoing to be a true copy of the original act on file and of Record in my office.

In faith whereof I grant these presents under my signature and impress of my Seal of office at the City of New Orleans this twenty first day of January 1854.

(signed) THOS. LAYTON, Not. Pub.

New Orleans has sought to honor Judah Touro by naming a street for him—it is not a pretentious thoroughfare, but of some length, beginning about the juncture of Royal and Kerlerec and continuing on out to Lake Pontchartrain.

My story ends. But I feel justified in closing this article with a portion of that quotation from Ben Hur, which I used in my introductory remarks:—

“O my son, could it be that they with whom Jehovah thus dwelt, an awful familiar, derived nothing from Him? that in their lives and deeds the common human qualities should not in some degree have been mixed and colored with the divine? that their genius should not have in it, even after the lapse of ages, some little of heaven?”



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DOCUMENTS CONCERNING BIENVILLE'S LANDS IN LOUISIANA, 1718-1737.

FIFTH INSTALLMENT

Surveys and reports upon the situation and condition of Bienville's Lands in
1737 made by the official surveyor of the Colony under the direction
of Governor Bienville and Ordonnateur Salmon.

Transcribed and Translated by
HELOISE H. CRUZAT

PART II.

The editorial introduction to Part I of this particular subject (Quarterly, October, 1927) explains the purpose of the work recorded here,—to furnish evidence to the home government in Paris to sustain Bienville's petition to release him from the effect of the Decree of 1728 (see Quarterly, April, 1927) and to restore the lands to him under the grant of 1719. There will be another installment of this evidence in the Quarterly for April, 1928.

H. P. D.

Document No. 10

Translation

Sept. 27, 1737.

Proces verbal of survey and titles of Sr. Hubert Bellair, acting for his wife, the widow of Etienne Roye. The said Roye and his wife acquired from Bienville Jan. 29, 1725, 2 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Friday, September twenty-seventh, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire-Ordonnateur of the said Province, we, Francois Saucier, surveyor, went to a tract of two arpents front by forty arpents in depth, situated above New Orleans, on the same side at a distance of a league and three-quarters, below the land belonging to Mr. de Noyan, the elder, Major of New Orleans, the said land protected by a levee along the river having thirty arpents cleared and in cultivation, without any building thereon, the said land owned by Sieur Hubert Bellair, in the name and as husband of the widow of Sieur Etienne Roye, for which land the said Sieur Bellair presented to us a contract passed at New Orleans before Rossard, Notary Royal in Louisiana, on the twenty-ninth of January, one thousand seven hundred and twenty-five, by which it appears that my

said Sieur de Bienville, Lord and proprietor of the said land ceded and transferred it to Sieur Etienne Roye at the quit-rent of six livres for each arpent, likewise of two capons and one day's labor per arpent, of which titles and land, we, surveyor undersigned, for this appointed, have drawn the present proces verbal in the presence of Sieur Belair and of Sieur Fabry de la Bruyere, witnesses undersigned. Done at the plantation of the said Sieur Bellair, the above day and year.

Signed: Saucier, Bellair.

Fabry de la Bruyere.

Extract collated with the minutes which remain in charge of the Notary undersigned:

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur in the Province of Louisiana and First Judge in the Superior Council of the said Province, certify to all whom it may concern that the above signature of M^e Henry is authentic and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office in New Orleans, this seventeenth of September, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 10.
Text.
1737—Sept. 27.
Cons. p. 71.

L'an mil sept cent trente sept, vendredy vingt sept Septembre, en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne, et Salmon, Commissaire Ordonnateur en la dite Province, Nous François Saucier, arpenteur, nous sommes transporté sur un terrain de deux arpents de face sur quarante de profondeur scitué au dessus du même costé de la Nouvelle Orleans, distance d'une lieue et trois quarts, au dessous du terrain appartenant à Mr. de Noyan l'ainé major de la Nouvelle Orleans, le dit terrain guaranty d'une levée le long du dit fleuve, ayant la quantité de trente arpens de deffriché en superficie, ensemencé de vivres sans aucun bastiment, le dit terrain appartenant au Sieur Hubert Bellair au nom et comme époux de la veuve du Sieur Roye (Etienne) pour lequel terrain le dit Sieur Bellair nous auroit représenté un contrat passé à la Nouvelle Orleans par devant Rossard, Notaire Royal à la Louisianne le vingt neuf Janvier mil sept

cent vingt cinq par lequel il apert que mondit Sieur de Bienville Seigneur et propriétaire du dit terrain l'a cédé et transporté au dit Sieur Etienne Roye au redevance de six livres de rentes par chacun arpent comme aussy deux chapons et d'une corvée par chacun arpent, desquels titres et terrain, nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Bellair et du Sieur Fabry de La Bruyere témoins soussignés, fait à l'habitation du dit Sieur Bellair le jour et an que dessus.

Saucier, Bellair,
Fabry de La Bruyere.

Pour extrait collationné sur la minutes resté es mains de
Nous Notaire soussigné.

Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur en la Province de la Louisianne et Premier Juge au Conseil Superieur de la dite Province certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Notaire est véritable et que foy doit y estre adjou-tée en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en notre hostel à la Nouvelle Orleans ce dix sept Decembre, mil sept cent trente sept.

Salmon.

Document No. 11

Translation

Oct. 7, 1737.

Proces verbal of survey and titles of Sr. Broutin who acquired from heirs of Sr. Bonnaud, who acquired from Sr. Jacques Larchereque who derived from Bienville, Jan. 2, 1723, 12 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Monday, seventh of October, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor,

went to a tract of twelve arpents front by forty arpents in depth, protected by a levee along the said river, having one hundred and forty superficial arpents cleared and sown with foodstuffs and indigo, on which land we found a small pavilion built of upright joists on a ground foundation of bricks, two buildings of posts in the ground, a large shed, a building holding seven indigo vats, fourteen negro quarters (cabins). The said land situated above

New Orleans, on the same side, at a distance of three-fourths of a league, owned by Mr. Broutin, Engineer of the King in Louisiana, for which land the said Sieur Broutin presented us the contract of acquisition from Dame Widow Bonnaud and Damoiselle Marianne Charlotte Bonnaud, her minor daughter, the said contract passed before Rossard, Notary Royal in Louisiana, the twenty-second of October, one thousand seven hundred and thirty-four. The said Dame and Damoiselle Bonnaud acquired said land by virtue of the acquisition made by deceased Sieur Bonnaud from Sieur Jacques Larchevêque, to whom the said twelve arpents together with six others had been ceded and transferred by my said Sieur de Bienville, following the contract passed before Rossard, Notary, on the second of January, one thousand seven hundred and twenty-three. The said contract stipulating the quit-rents of six livres (of rent) for each arpent in front to said Sieur de Bienville by said Sieur Larchevêque and moreover ten days of labor for every six arpents, the said Sieur Jacques Larcheveque stipulating for himself and for Joseph and Francois Larcheveque, his two brothers, which contract was likewise presented to us. Of which titles, land and buildings, we, surveyor undersigned, for this appointed, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of Sieur Broutin the above day and year.

Signed: Saucier

Fabry de la Bruyere

Extract collated with the minutes which remain in charge of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern that the above signature of M^e Henry, Notary, is authentic and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our offices at New Orleans this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 11. L'an mil sept cent trente sept, lundy septieme
Text
1737—Oct. 7 Octobre, en vertu de l'ordonnance de Messieurs
Cons. p. 74. de Bienville, Gouverneur de la Province de la
Louisianne, et Salmon, Commissaire Ordonnateur en la dite
Province, Nous François Saucier arpenteur nous sommes trans-
porté sur un terrain de douze arpents de face sur quarante de
profondeur garanty d'une levée le long du dit fleuve, ayant la
quantité de cent quarante arpents de deffriché en superficie,
ensemencé de vivres et indigot sur lequel terrain nous aurions
trouvé un petit pavillon en collombage sur un sollage de bri-
ques, deux batiments de potteaux en terre, un grand hangard
idem, un batiment ou sont sept indigotterie, quatorze cases à
negre, le dit terrain scitué au dessus et du mesme costé de la
Nouvelle Orleans, distance de trois quarts de lieue apparte-
nant a Monsieur Broutin, Ingénieur du Roy à la Louisianne,
pour lequel terrain le dit Sieur Broutin nous auroit représenté
le contrat d'acquisition qu'il en a fait à la Dame Veuve Bon-
naud et Damoiselle Marianne Charlotte Bonnaud, sa fille mi-
neure, le dit contrat passé devant Rossard Notaire Royal à la
Louisianne le vingt deux Octobre mil sept cent trente quatre,
lesquelles Dame et Damoiselle Bonnaud estoient proprietaires
du dit terrain en vertu de l'acquisition qui en avoit été faite
par le feu Sieur Bonnaud du Sieur Jacques Larchevêque, à qui
les dits douze arpents conjointement avec six autres avoient
été cédés et transportés par mon dit Sieur de Bienville suivant
le contrat passé par devant Rossard Notaire le deuxieme Jan-
vier mil sept cent vingt trois, le dit contrat stipulant les rede-
vances de six livres de rentes par chacun arpent de face envers
mondit Sieur de Bienville par mondit Sieur Larcheveque et en
outre dix journées de travail par chaque six arpents le dit
Sieur Jacques Larcheveque stipulant pour luy et pour Joseph
et Francois Larcheveque ses deux frères, lequel contrat nous
auroit pareillement este représenté, desquels titres, terrain et
bâtiments, nous arpenteur soussigné à ce commis avons dressé
le présent procès verbal en présence du Sieur Fabry de La
Bruyere, témoin soussigné, fait à l'habitation du Sieur Broutin
les jour et an que dessus.

Saucier.

Fabry de La Bruyere.

Pour extrait collationné sur la minutte resté es mains de
Nous Notaire soussigné.

Henry.

Nous Edme Gatien Salmon Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Louisianne, certifions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Notaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en notre hôtel à la Nouvelle Orléans ce dix septième Décembre mil sept cent trente sept.

Salmon.

Document No. 12

Translation

1737—Oct. 10.

Proces verbal of survey and titles of Sr. Jonatas Darby who acquired in 1728 from vendees holding under a Jacques Larcheveque who acquired from Bienville Jan. 2, 1723, 6 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Thursday, October tenth, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire-Ordonnateur of the said Province, we, Francois Saucier, surveyor,

went to a tract of six arpents front on the river, by forty arpents in depth, protected by a levee along the said river, in cultivation, on which is an old house, the said land owned by Sieur Jonatas Darby, having thirty-six superficial arpents cleared, for which land he presented to us three contracts passed before Rossard, Notary Royal in Louisiana; one of December twelfth, one thousand seven hundred and twenty-seven, by which it appears that Joseph Larcheveque sold and ceded six arpents front forming a part of eighteen (arpents) which had been conceded to him by my said Sieur de Bienville, Lord and proprietor of the said land, following his contract of January second, one thousand seven hundred and twenty-three, to one Jean Antoine Malou and Jean Baptiste Bergeron, on condition of paying solidarily, one for the other, to said Sieur de Bienville the quit-rent of six livres for each arpent, likewise of two capons and two days labor for each arpent per year, as he had primordially obligated himself by contract above mentioned; the second dated September ninth, one thousand seven hundred and twenty-eight, by which it appears that the said Jean Antoine Malou sold his half of the said six arpents to one Jean Deslande, who by this sale became the associate of the said Bergeron, on like condition that the said Deslands pay for the three arpents, being the said half, the quit-rents and duties

above specified to said Sieur de Bienville; the third of December fifth, one thousand seven hundred and twenty-eight, by which it appears that the said Bergeron and Deslande sold the said six arpents that they held in partnership to Sieur Jonatas Darby who is the present owner (actual possessor) stipulating by the said last contract that the said Sieur Darby shall be held to discharge the same quit-rents above mentioned to my said Sieur de Bienville, which the said Sieur Darby had accepted, of which titles, land and building, we, surveyor undersigned, for this appointed, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur Darby the above day and year.

Signed: Saucier

Fabry de la Bruyere

Extract collated with the minutes which remain in possession of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern that the above signature of M^e Henry is authentic and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 12. L'an mil sept cent trente sept, jeudi dixième Octobre en vertu de l'ordonnance de Messieurs de

Text 1737—Oct. 10.

Cons. p. 78.

Bienville Gouverneur de la Province de la Louisianne et Salmon Commissaire Ordonnateur en la dite Province, Nous François Saucier arpenteur, nous sommes transporté sur un terrain de six arpents de face le long du fleuve sur quarante de profondeur garanty d'une levée le long du dit fleuve, ensemenché de vivres sur lequel se trouve une vieille maison, le dit terrain appartenant au Sieur Jonatas Darby ayant la quantité de trente six arpents de deffriché en superficie pour lequel terrain il nous auroit été représenté trois contrats passés par devant Rossard Nottaire Royal à la Louisianne, l'un du douze

Décembre mil sept cent vingt sept, par lequel il apert que Joseph Larcheveque a vendu et cédé la quantité de six arpents de face faisant party des dix huit qui luy avoient été concédés par mondit Sieur de Bienville, Seigneur et propriétaire du dit terrain suivant son contrat du deuxieme Janvier mil sept cent vingt trois au nommé Jean Antoine Malou et Jean Baptiste Bergeron, au condition de payer solidairement l'un pour l'autre à mon dit Sieur de Bienville la redevance de six livres de rentes pour chacun arpent, comme aussy de deux chapons et de deux journées de travail par chacun arpent aussy par an (S) ainsy qu'il s'y estoit luy même primordialement obligé par son contrat cy dessus mentionné; le deuxieme du neuf Septembre m^{ll} sept cent vingt huit par lequel il apert que le dit Jean Antoine Malou a vendu sa moitié des dits six arpents au nommé Jean Deslande devenu par cette vente associé du dit Bergeron, à la charge pareillement de payer par le dit Deslande pour les dits trois arpents faisant la ditte moitié, les redevances et droits cy dessus spécifiés envers mondit Sieur de Bienville, le troisieme du cinq Decembre mil sept cent vingt huit par lequel il apert que les dits Bergeron et Deslande ont vendu les dits six arpens de leur société au dit Sieur Jonatas Darby qui en est actuellement possesseur, stipulant par le dit dernier contrat que le dit

Sieur Darby sera chargé d'acquitter les mêmes
 Cons. p. 81. redevances cy dessus mentionnées envers mondit Sieur de Bienville, ce que le dit Sieur Darby avoit accepté, desquels titres, terrain et bâtiment, nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere témoin soussigné, fait à l'habitation du dit Sieur Darby le jour et an que dessus

Saucier

Fabry de La Bruyere

Pour extrait collationné sur les minuttes resté es mains de
 nous dit Nottaire soussigné Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Louisiane certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé ces presentes et fait contresigner par notre secretaire.

Donné en nostre hôtel a la Nouvelle Orléans ce dix septième Décembre mil sept cent trente sept.

Salmon.

Document No. 13

Translation

1737—Oct. 10.

Proces verbal of survey and titles of Sr. Francois Demouy, representing his wife, whose first husband de Beaulieu acquired from de Noyan, agent of Bienville, May 1, 1728, 12 arpents by 40.

In the year one thousand seven hundred and thirty-seven, Thursday, October tenth, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor, went

to a tract of twelve arpents front on the River Saint Louis by forty arpents in depth, protected by a levee along the said river, without any clearing, serving as pasture ground for cattle and for wood for ship building (des bois de charpente et construction), owned by Sieur Francois Demouy in the name of and as husband of the Widow de Beaulieu, for which land he presented to us a contract passed before Rossard, Notary Royal in Louisiana, on the first day of May, one thousand seven hundred and twenty-eight by which it appears that Mr. de Noyan, the eldest, in the name of and under procuration of Monsieur de Bienville, Lord and proprietor of the said land, ceded and transferred to the said Sieur Louis Chauvin de Beaulieu, first husband of the said Mrs. Demouy, the said twelve arpents at the quit-rent of six livres (fixed rent) for each arpent, as also of two capons and two days of labor for each of the said arpents, of which titles and land, we, surveyor undersigned, for this appointed, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur Demouy the above day and year.

Signed: Saucier

Fabry de la Bruyere.

Extract collated with the minutes which remain in charge of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge of the Superior Council of the Provinve of Louisiana, certify to all whom it may concern that the above signature of M^e Henry is authentic and that faith

may be had therein. In witness whereof we have signed by our Secretary.

Given in our office at New Orleans, on the seventeenth of December, one thousand seven hundred and thirty-seven.

Signed : Salmon.

Document No. 13 L'an mil sept cent trente sept Jeudi dixième Oc-
Text tobre, en vertu de l'ordonnance de Messieurs de
1737—Oct. 10. Bienville, Gouverneur de la Province de la Lou-
Cons. p. 83. isianne, et Salmon, Commissaire Ordonnateur de la ditte Province, Nous François Saucier, arpenteur, sommes transporté sur un terrain de douze arpents de face sur le fleuve Saint Louis sur quarante de profondeur, garny d'une levée le long du dit fleuve, sans aucun deffriché servant de pâturage aux bestiaux et à la recherche des bois de charpente et construction appartenant au Sieur François Demouy au nom et comme époux de la Dame Veuve de Beaulieu, pour lequel terrain il nous auroit esté représenté un contrat passé devant Rossard, Nottaire Royal à la Louisianne, le premier jour de May mil sept cent vingt huit, par lequel il apert que Monsieur de Noyan, l'ainé au nom et comme fondé de procuration de mon dit Sieur de Bienville, Seigneur et propriétaire du dit terrain, l'a cédé et transporté au dit Sieur Louis Chauvin de Beaulieu, premier mary de la ditte Dame Demouy la ditte quantité de douze arpens au redevance de six livres ferme par an par chacun arpent, comme aussy de deux chapons et de deux corvées par chacun des dits arpents, desquels titres et terrain, nous arpenteur soussigné à ce commis, avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere témoin soussigné, fait à l'habitation du dit Sieur Demouy le jour et an que dessus.

Saucier

Fabry de La Bruyere

Pour extrait collationné sur les minutttes resté es mains de nous Nottaire soussigné Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Superieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé par notre secretaire.

Donné en notre hôtel à la Nouvelle Orléans le dix sept
Décembre mil sept cent trente sept.

Salmon.

Document No. 14

Translation

1737—Oct. 10.

Proces verbal of survey and
titles of Sr. Chauvin de la
Freniere, who acquired from
de Noyan, agent of Bienville,
May 1, 1728,
17 arpents by 40.

In the year one thousand seven hun-
dred and thirty-seven, on Thurs-
day, October tenth, by virtue of
the order of Msrrs. de Bienville,
Governor of the Province of Louis-
iana, and Salmon, Commissioner of
the said Province, we, Francois

Saucier, surveyor, went to a tract of seventeen arpents, front-
ing on the River Saint Louis, by a depth of forty arpents, pro-
tected by a levee along the said river, without any clearing,
serving as a pasture ground for cattle and for timber and
construction wood, owned by Sieur Chauvin de la Freniere,
for which land he presented to us a contract passed before
Rossard, Notary Royal in Louisiana, on the first day of May,
one thousand seven hundred and twenty-eight, by which it
appears that Mr. de Noyan, the eldest, in the name of and
under procuration of my said Sieur de Bienville, Lord and
proprietor of the said land, ceded and transferred it to the
said Sieur Chauvin de la Freniere at the quit-rent of six livres
of rent per arpent, as also of two capons and two days labor
for each of the said arpents. Of which titles and land, we,
surveyor undersigned, for this appointed, have drawn up the
present proces verbal in the presence of Sieur Fabry de la
Bruyere the above day and year.

Signed: Saucier

Fabry de la Bruyere

Extract collated with the minutes which remain in pos-
session of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the
King, Commissioner of the Marine, Ordonnateur
and First Judge in the Superior Council of the
Province of Louisiana, certify to all whom it may concern that
the above signature of M^e Henry is authentic and that faith
may be had therein. In witness whereof we have signed these
presents and had them countersigned by our Secretary.

Given in our office at New Orleans on the seventeenth of
December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 14 L'an mil sept cent trente sept jeudy dixième Oc-
 Text tobre, en vertu de l'ordonnance de Messieurs de
 1737—Oct. 10. Bienville, Gouverneur de la Province de la Lou-
 Cons. p. 86. isianne, et Salmon, Commissaire en la ditte Pro-

vince, Nous François Saucier, arpenteur sommes transporté sur un terrain de dix sept arpents de face sur le fleuve Saint Louis sur la profondeur de quarante arpents, garanty d'une levée le long du dit fleuve sans aucun deffriché servant au pâturage des bestiaux et à la recherche des bois de charpente et de construction appartenant au Sr. Chauvin de la Freniere, pour lequel terrain il nous auroit représenté un contrat passé devant Rossard Nottaire Royal à la Louisiane le premier jour de May mil sept cent vingt huit par lequel il appert que Monsieur de Noyan l'ainé au nom et comme fondé de procuration de mondit Sieur de Bienville, Seigneur propriétaire du dit terrain l'a cédé et transporté au dit Sieur Chauvin de la Frenière au redevance de six livres de rentes par chacun arpent, comme aussy de deux chapons et deux corvées par chacun des dits arpents, desquels titre et terrain nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere témoin soussigné, fait à l'habitation du dit Sieur de la Frenière le jour et an que dessus.

Saucier

Fabry de La Bruyere

Pour extrait collationné en la minutte resté es main de
 Nous Notaire soussigné Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en nostre hôtel à la Nouvelle Orleans dix septieme
 Décembre mil sept cent trente sept.

Salmon.

Document No. 15

Translation

1737—Oct. 10.

Proces verbal of survey and titles of Simars de Belisle, who acquired from Francois Demouy who acquired from de Noyan, agent of Bienville, May 1, 1728, 10 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Thursday, October tenth, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire-Ordonnateur of the said Province, we, Francois Saucier, Surveyor,

went to a tract of ten arpents front on the river Saint Louis by forty arpents in depth, protected by a levee along the river, having ninety superficial arpents cleared, on which land we found a house on the ground and a shed where there are three indigo manufactories, the said land sown with foodstuffs and indigo owned by Mr. Simars de Belisle, Adjutant of New Orleans, for which land he presented to us two contracts passed before Rossard, Notary Royal of Louisiana, one of July twelfth one thousand seven hundred and thirty-four, by which it appears that Sieur Francois Demouy sold the said land to the said Sieur de Belisle; the other of the first of May, one thousand seven hundred and twenty-eight, by which it appears that Mr. De Noyan, the eldest, in the name of and under procuration of said Sieur de Bienville, Lord, proprietor of the said land, ceded and transferred it in the said name, to the said Sieur Francois Demouy at the quit-rent of three livres fixed rent per year on each arpent, as also of a capon and a day's labor, per each of the said arpents. Of which titles, land and building, we, surveyor, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur de Belisle on the above day and year.

Signed: F. Saucier

Fabry de La Bruyere

Extract collated with the minutes which remain in charge of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern that the above signature of M^e Henry, Notary, is authentic, and that faith may be had therein. In witness whereof we have signed these presents.

Signed: Salmon.

Document No. 15 L'an mil sept cent trente sept, jeudy dixième
Text
1737—Oct. 10. Octobre en vertu de l'ordonnance de Messieurs
Cons. p. 89. de Bienville, Gouverneur de la Province de la
Louisianne, et Salmon Commissaire Ordonna-

teur en la ditte Province, Nous François Saucier, arpenteur, sommes transporté sur un terrain de dix arpents de face sur le fleuve Saint Louis sur quarante de profondeur garny d'une levée le long du dit fleuve ayant la quantité de quatre vingt dix arpents de deffriché en superficie sur lequel terrain nous aurions trouvé une maison sur solle et un hangard où sont trois indigotteries, le dit terrain ensemencé de vivres et indigo appartenant à Monsieur Simars de Belisle, Aide Major de la Nouvelle Orleans, pour lequel terrain il nous auroit esté représenté deux contrats passé devant Rossard Nottaire Royal à la Louisianne, l'un du douze Juillet mil sept cent trente quatre par lequel il apert que le Sieur François Demouy a vendu le dit terrain au dit Sieur de Belisle, l'autre du premier May mil sept cent vingt huit par lequel il apert que Monsieur de Noyan l'ainé au nom et comme fondé de procuration de mon dit Sieur de Bienville Seigneur propriétaire du dit terrain, l'a cédé et transporté audit nom audit Sieur François Demouy au redevance de trois livres de ferme par an par chacun arpent, comme aussy d'un chapon et d'une corvée par chacun des dits arpents, desquels titre, terrain et bâtiment, nous arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere témoin soussigné, fait à l'habitation du dit Sieur de Belisle les jour et en que dessus

F. Saucier

Fabry de La Bruyere

Pour extrait collationné sur les minutes resté es mains
de Nous Nottaire soussigné.

Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Louisiane certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signé ces présentes.

Salmon.

Document No. 16

Translation

1737—Oct. 10.

Proces verbal of survey and titles of Sr. Paquier, who acquired from de Noyan, agent of Bienville, May 1, 1728, 8½ arpents by 40.

In the year one thousand seven hundred and thirty-seven, Thursday, October tenth, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire-Ordonnateur of the said Province,

we, Francois Saucier, surveyor, went to a tract of eight and a half arpents front on the river St. Louis, by forty arpents in depth, protected by a levee along the said river, having ninety-five superficial arpents cleared and in cultivation with vegetables and indigo, belonging to Sieur Paquier, Counsellor in the Superior Council, upon which tract we found a warehouse and twelve negro quarters for which land he presented to us a contract passed before Rossard, Notary in Louisiana, on the first day of May, one thousand seven hundred and twenty-eight, by which it appears that Mr. De Noyan, the eldest, in the name of and under procuration of said Sieur de Bienville ceded and transferred in the said name the land to Sieur Paquier at the quit-rent of three livres of rent per arpent, as also one capon and one day of service for each of the said arpents. Of which title, land and building, we, surveyor undersigned, for this appointed, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur Paquier on the above day and year.

Signed: Saucier

Fabry de la Bruyere

Extract collated with the minutes of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern that the above signature of M^e Henry is authentic and that faith may be had therein. In witness whereof we have signed these presents and had it countersigned by our Secretary.

Given in our office at New Orleans, this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 16
Text
1737—Oct. 10.
Cons. p. 92.

L'an mil sept cent trente sept Jeudy dixième Octobre en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne, et Salmon, Commissaire Ordonnateur en la ditte Province, Nous François Saucier, Arpenteur sommes transporté sur un terrain de huit arpents et demy de face sur le fleuve Saint Louis sur quarante de profondeur garanti d'une levée le long du dit fleuve ayant la quantité de quatre vingt quinze arpents en superficie, le dit terrain ensemencé de vivres et d'indigo appartenant à Monsieur Paquier, Conseiller au Conseil Supérieur sur lequel terrain nous aurions trouvé un magasin et douze cases à nègre, pour lequel terrain il nous auroit esté représenté un contrat passé devant Rossard Nottaire à la Louisianne le premier jour de May mil sept cent vingt huit par lequel il apert que Monsieur de Noyan l'ainé au nom et comme fondé de procuration de mondit Sieur de Bienville a cédé et transporté audit nom le terrain audit Sieur Paquier au redevance de trois livres de rentes par arpent, comme aussy d'un chapon et d'une corvée par chacun des dits arpents, desquels titre, terrain et bâtiment, Nous arpenteur soussigné à ce commis avons dressé le present procès verbal en présence du Sieur Fabry de La Bruyere témoin soussigné, fait à l'habitation du dit Sieur Paquier le jour et an que dessus.

Saucier

Fabry de La Bruyere

Pour extrait collationné en la minutte de Nous Nottaire soussigné.
Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en temoin de quoy nous avons signé ces presentes et fait contresigner par notre secretaire.

Donné en notre hôtel à la Nouvelle Orleans ce dis septième Décembre mil sept cent trente sept.

Salmon.

Document No. 17

Translation

1737—Oct. 12.

Proces verbal of survey and titles of Sr. Livaudais, who acquired from Sr. de Mondreloir and Louis Vigier, which latter acquired indirectly by various contracts from de Noyan, agent of Bienville, Nov. 26, 1726, 6 arpents by 40.

In the year one thousand seven hundred and thirty-seven, on Saturday, October twelfth, by virtue order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor, went to a tract of six arpents front on the River Saint Louis by forty arpents in depth, protected by a levee along the said river, having forty-eight superficial arpents cleared and sown with foodstuffs, on which land we found a barn and five negro huts, the whole owned by Sieur Livaudais, Captain of the Port of New Orleans, for which land he presented to us a contract passed before Rossard, Notary Royal, in Louisiana, on the twentieth of November one thousand seven hundred and twenty-six, by which it appears that Monsieur de Noyan the eldest, under procuration of said Sieur de Bienville ceded and transferred the said tract of six arpents to one Gaspart Keel, a German, at the quit-rent of six livres rent per year for each arpent, as also of twelve capons and twelve days labor (as service due) for each of said arpents to said Sieur de Bienville, Lord proprietor of the said land, and that the said Gaspart Keel with the consent of said Sieur de Noyan has sold the said land to one Louis Vigier (Viger) by another contract passed before Rossard, on the twentieth of October, one thousand seven hundred and twenty-nine,¹ by which it appears that said Louis Vigier sold the said land to Sieur Livaudais and de Mondreloir (Mondreloie); a third contract also passed before Rossard on the sixteenth of January, one thousand seven hundred and thirty-two, by which the said Sieur de Mondreloir sold his half of the said land to the said Sieur de Livaudais. Of which titles, land and building we, surveyor undersigned, for this appointed, have drawn the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of Sieur Livaudais the above day and year.

Signed: F. Saucier.

Fabry de la Bruyere.

¹The text omits the next sentence which would give the date of Vigier's transfer to Livaudais.

Extract collated with the minutes which remain in charge
of the Notary undersigned. Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King
Commissioner of the Marine, Ordonnateur and
First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern, that the above signature of M^e Henry is authentic and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of
December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 17
Text
1737—Oct. 12.
Cons. p. 95.

L'an mil sept cent trente sept, Samedi douzième
Octobre en vertu de l'ordonnance de Messieurs
de Bienville, Gouverneur de la Province de la
Louisianne, et Salmon, Commissaire Ordonna-
teur en la dite Province, Nous François Saucier, arpenteur nous
sommes transportés sur un terrain de six arpents de face sur
le fleuve Saint Louis sur la profondeur de quarante arpents
garanty d'une levée le long du dit fleuve ayant la quantité de
quarante huit arpents de deffriché en superficie ensemencé de
vivres sur lequel terrain nous aurions trouvé une grange et cinq
baragues a nègres le tout appartenant au Sieur Livaudais, Cap-
itaine de Port à la Nouvelle Orléans, pour lequel terrain il nous
auroit esté représenté un contrat passé devant Rossard Nottaire
Royal à la Louisiane du vingtième Novembre mil sept cent vingt
six par lequel il apert que Monsieur de Noyan l'ainé et comme
fondé de procuration de mondit Sieur de Bienville a cédé et
transporté le dit terrain de six arpents au nommé Gaspart Keel
Allemand au redevance de six livres de rentes par année par
chacun arpent, comme aussy de douze chapons et douze cor-
vées par chacun an envers mondit Sieur de Bienville Seigneur
propriétaire du dit terrain et que le dit Gaspart Keel du con-
sentement de mon dit Sieur de Noyan a vendu le dit terrain au
nommé Louis Vigier par un autre contrat passé devant Rossard,
du vingt Octobre mil sept cent vingt neuf² par lequel il apert
que le dit Louis Vigier a vendu le dit terrain au Sieur de Livau-

²The transcriber has evidently omitted the next sentence which should give the date of this transfer from Vigier to Livaudais.

dais et de Mondreloir,³ un troisième contrat passé aussy par devant Rossard le seize Janvier mil sept cent trente deux par lequel le dit Sieur de Mondreloir a vendu sa moitié de la ditte terre au dit Sieur de Livaudais, desquels titre, terrain et bâtiment nous Arpenteur soussigné à ce commis avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere, témoin soussigné, fait à l'habitation du Sieur de Livaudais les jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour extrait collationné aux minutes resté es mains de
Nous Nottaire Soussigné Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée en témoin de quoy nous avons signe ces présentes et fait contresigner par notre secretaire.

Donné en notre hôtel à la Nouvelle Orleans ce dix sept
Decembre mil sept cent trente sept. Salmon.

Document No. 18

Translation

1737—Oct. 12.

Proces verbal of survey and titles of Sr. Francois Joseph Couturier, who acquired from Dame de Blanc acting for her husband, who acquired from de Noyan, agent of Bienville, May 1, 1728,

8 arpents and 15 toises by 40.

In the year one thousand seven hundred and thirty-seven, on the twelfth of October, by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor, went to a tract of eight arpents and fifteen toises front by forty arpents in depth, situated about a league above New Orleans on the same side, adjoining Sieur Paquier on one side and on the other Sieur Dausseville, protected by a levee along the river, having thirty-two superficial arpents cleared, on which land we found a house on the ground, another of posts in the ground, an old barn, a dove-cote of bricks, and the timber frame of two quarters for negroes, the whole owned by Sieur Francois Joseph Couturier, Employe of the King in the Bureau of the Marine, for which land the said Sr. Couturier presented us a con-

³Should be Mondreloie.

tract passed before Henry, Notary Royal, in Louisiana, on the seventeenth of August, one thousand seven hundred and thirty-seven, by which it appears that the said *Sieur Couturier* bought the said land from *Dame Elizabeth Guiolle*, wife of *Sieur Cesar de Blanc*, Captain of a detached Company of the Marine, the said lady duly authorized to make the said sale by procuration of the said *Sr. De Blanc*, her absent husband; another contract passed before *Rossard*, Notary Royal in Louisiana, on the first day of May, one thousand seven hundred and twenty-eight, by which it appears that *Mr. de Noyan*, the elder, in the name and under procuration of said *Sieur de Bienville* has ceded and transferred the said land measuring eight arpents front to *Sieur Cesar de Blanc* on condition that he shall pay three livres of rent per year on each arpent, one capon and one day of labor per each arpent per year. Of which titles, land and building, we, surveyor undersigned, have drawn the present proces verbal in the presence of *Sieur Fabry de la Bruyere*, witness undersigned. Done at the plantation of the said *Sieur Couturier* the above day and year.

Signed: F. Saucier

Fabry de la Bruyere

Extract collated with the minutes which remain in charge of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, *Edme Gatien Salmon*, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of Louisiana, certify to all whom it may concern that the above signature of *M^e Henry*, Notary, is authentic, and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed: Salmon.

Document No. 18.
Text
1737—Oct. 12.
Cons. p. 99.

L'an mil sept cent trente sept douzieme Octobre en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne et Salmon, Commissaire Ordonnateur en la ditte Province, Nous *François Saucier*, arpenteur nous sommes transporte sur un terra^z, de huit arpens et quinze toizes de face sur quar-

ante de profondeur scitue a une lieue environ au dessus et du meme coste de la Nouvelle Orleans attenant d'un coste au Sieur Paquier et de l'autre au Sieur Dausseville garanty d'une levee le long du dit fleuve, ayant la quantité de trente deux arpents de defriche en superficie sur lequel terrain nous aurions trouve une maison sur solle, une autre de poteaux en terre, une vieille grange, un collombier en brique et charpente et deux cases a negres, le tout appartenant au Sieur François Joseph Couturier, Employe pour le Roy dans les bureaux de la Marine, pour lequel terrain le dit Sieur Couturier nous auroit representé un contrat passé devant Henry Nottaire Royal a la Louisianne, dix sept Aoust mil sept cent trente sept, par lequel il apert que le dit Sieur Couturier a achepté le dit terrain de la Dame Helizabet Guille, epouse du Sieur Cesart de Blanc, Capitaine d'une Compagnie détachée de la Marine, la dite Dame duement autorisee à l'effet de la dite vente par procuration du dit Sieur De Blanc son époux absent, un autre contrat passé devant Rossard Nottaire Royal à la Louisianne le premier jour de May mil sept cent vingt huit par lequel il apert que Monsieur de Noyan l'ainé au nom et comme fondé de procuration de mondit Sieur de Bienville a cédé et transporté le dit terrain de huit arpents de face au dit Sieur Cesar de Blanc à la charge de payer par le dit Sieur de Blanc trois livres de rentes par an par chacun arpents, un chapon et une corvée aussy par chacun arpent par an, desquels titre, terrain et bâtiment, Nous arpenteur soussigné avons dressé le présent procès verbal en présence du Sieur Fabry de La Bruyere, témoin soussigné, fait à l'habitation du dit Sieur Couturier les jour et an que dessus.

F. Saucier

Fabry de La Bruyere

Pour extrait conforme collationne aux minutes resté es
mains de Nous Nottaire soussigné Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et Premier Juge au Conseil Supérieur de la Louisianne certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé ces présentes et fait contresigner par notre secretaire.

Donné en notre hotel à la Nouvelle Orleans ce dix septieme Decembre mil sept cent trente sept.

Salmon.

Document No. 19

Translation

1737—Oct. 12.

Proces verbal of survey and titles of Sr. Joseph Chauvin de Lery, who acquired 3 arpents from Sr. Belair, who acquired from Bienville, Nov. 8, 1724, and the remaining 8 arpents by exchange with Sr. Chauvin de la Freniere whose mother-in-law, Dame Le Seur acquired from Bienville, 11 arpents by 40.

In the year one thousand seven hundred and thirty by virtue of the order of Mssrs. de Bienville, Governor of the Province of Louisiana, and Salmon, Commissaire Ordonnateur of the said Province, we, Francois Saucier, surveyor, went to a tract of eleven arpents front on the River Saint Louis by forty arpents in depth, protected by a levee along the river, having forty superficial arpents cleared, sown with

foodstuffs, without any buildings thereon, owned by Sieur Joseph Chauvin de Lery, for which land he presented to us a contract passed before Henry, Notary Royal of Louisiana, on March ninth, one thousand seven hundred and thirty-five, by which it appears that Sieur Hubert Belair sold to the Sieur de Lery the quantity of three arpents frontage, to be taken on a lot of eight arpents that my said Sieur de Bienville granted the said Sieur Belair at the quit-rent of six livres per year for each arpent as also of two capons and two days labor for each of the said eight arpents following his contract of November eighth, one thousand seven hundred and twenty-four, the said three arpents being at this day a part of the eleven arpents aforementioned.

For the remaining eight arpents no title was presented to us, considering that said Sieur de Bienville, Lord and proprietor of this land primordially made an unconditional donation of same to Dame Le Sueur, his relative, who ceded it to Sieur Chauvin de La Freniere, her son-in-law, from whom Sieur de Lery had it by exchange, of which titles and land, we, surveyor undersigned, for this appointee, have drawn up the present proces verbal in the presence of Sieur Fabry de la Bruyere, witness undersigned. Done at the plantation of the said Sieur de Lery the aforesaid day and year.

Signed: Saucier

Fabry de La Bruyere

Extract collated from the minutes which remain in charge of the Notary undersigned.

Signed: Henry.

1737—Dec. 17.
Authentication
by Salmon.

We, Edme Gatien Salmon, Councillor of the King, Commissioner of the Marine, Ordonnateur and First Judge in the Superior Council of the Province of Louisiana, certify to all whom it may concern that the above signature of M^e Henry, Notary, is authentic and that faith may be had therein. In witness whereof we have signed these presents and had them countersigned by our Secretary.

Given in our office at New Orleans, this seventeenth of December, one thousand seven hundred and thirty-seven.

Signed : Salmon.

Document No. 19
Text

1737—Oct. 12.
Cons. p. 103.

L'an mil sept cent trente sept le douzième Octobre en vertu de l'ordonnance de Messieurs de Bienville, Gouverneur de la Province de la Louisianne, et Salmon, Commissaire Ordonnateur en la dite Province, Nous François Saucier, arpenteur, nous sommes transportés sur un terrain de onze arpents de face sur le fleuve Saint Louis sur quarante de profondeur garanty d'une levée le long de fleuve ayant la quantité de quarante de deffriché en superficie ensemencé de vivres sans aucuns bâtimens appartenant au Sieur Joseph Chauvin de Lery pour lequel terrain il nous auroit représenté un contrat passé par devant Henry, Notaire Royal de la Louisianne le neuf Mars mil sept cent trente cinq par lequel il apert que le Sieur Hubert Belair a vendu au dit Sieur de Lery la quantité de trois arpents de face à prendre sur un terrain de huit arpents que mondit Sieur de Bienville a concédé au dit Sieur Bellair au redevance de six livres de ferme par an pour chacun arpent comme aussy de deux chapons et deux corvées par chacun des dits huit arpents suivant son contrat du cinquieme Novembre mil sept cent vingt quatre, les dits trois arpents faisant party aujourd'huy des onze mentionnés cy dessus

Pour les huit arpents restant il ne nous a été présenté aucun titre attendu que mondit Sieur de Bienville Seigneur et propriétaire de ce terrain a fait primordialement donation pure et simple à la Dame Le Sueur, sa parente, qui l'a cédé au Sieur Chauvin de La Freniere son gendre de qui le Sieur de Lery l'a eu par échange, desquels titre et terrain, Nous arpenteur sous-signe a ce commis avons dresse le present procès verbal en

presence du Sieur Fabry de la Bruyere témoin soussigné fait à l'habitation du dit Sieur de Lery le jour et an que dessus.

Saucier

Fabry de La Bruyere

Pour extrait collationné et la minutte restée es mains de
Nous dit Nottaire soussigné Henry.

Nous Edme Gatien Salmon, Conseiller du Roy, Commissaire de la Marine, Ordonnateur et premier Juge au Conseil Supérieur de la Province de la Louisianne, certiffions à tous qu'il appartiendra que la signature cy dessus de M^e Henry Nottaire est véritable et que foy doit y estre adjoutée, en témoin de quoy nous avons signé ces presentes et fait contre-signer par notre secretaire.

Donné en notre hôtel à la Nouvelle Orleans ce dix sept Decembre mil sept cent trente sept.

(To be Continued in April Number)



EDITOR'S CHAIR

By HENRY P. DART

ROWLAND AND SANDER'S PROVINCIAL MISSISSIPPI ARCHIVES 1729-1740 FRENCH DOMINION.

The Chair noticed in the October number the appearance of the first volume of Mrs. Surrey's Calendar of Documents in Paris concerning the history of the Mississippi Valley under French domination. That work indicated that a very considerable number of these writings had been copied for the Mississippi Department of Archives and History, and now Dr. Dunbar Rowland, State Historian of Mississippi, in collaboration with Prof. A. G. Sanders of Millsaps College, has collected, edited and translated a part of the Mississippi collection bearing upon the French, English, Indian Relations, Wars with the Natchez and Chickasaw Indians, 1729-1740.

This book under the title of Mississippi Provincial Archives, 1729-1740, French Dominion, has been beautifully printed and is issued by the Mississippi State Department of Archives and History as Volume I (or the initial volume) of a series concerning the colonization, development and government of the French Province of Louisiana. The Quarterly for years has pointed out the necessity for a work of this character, and as an incentive to others has printed many records with translations out of our local archives, in addition to the Calendars of the Records of the Superior Council and of the Spanish Judicial Archives of Louisiana. Every paper published by us has been a distinct addition to our knowledge of our Colonial history and this has been emphasized by the constant reference to and use of this new material in all books and papers issued in recent years touching that period.

The book of Messrs. Rowland and Sanders is a translation of some of the reports, letters and journals referred to above, covering the Indian relations of the Colony from August 21, 1729, to June 29, 1740, including summaries of other documents made in France for the contemporary use of the Minister of the Marine and of the King. Besides this local matter originating in Louisiana, there is also translated orders, replies and instructions of the home government addressed to the local officials of the Colony.

The book is selective both as to subject and quantity, and does not attempt to include all the official documents of this period. The writers and recipients of these documents are tabulated by the editor and a glance at this list of names guarantees the value of the material here reproduced by Dr. Rowland and Mr. Sanders, for the use of the future historian of the Valley. These people are familiar figures in our history and the greater number were indeed the principal and dominating characters in Paris and in Louisiana.

It is true that Gayarre in his *Historie de la Louisiane* (1847-8) has printed, but only in the original text, many documents of like character and his work shows that he consulted the originals of the documents now here englished. His history indeed was constructed out of his understanding of their contents but this does not detract in any way from the splendid service now rendered us by Dr. Rowland and Mr. Sanders. Their conception of the importance of the material, their industry in editing it and in causing it to be translated and printed earns the gratitude of all who have tried to understand this particular feature of colonial life in Louisiana.

The dreary chapters of our Indian relations and negotiations were never illuminating reading, but here at least we have at first hand the story told day by day by some of the participants. There is no indication that this series will include anything from the Carolina or English Archives of the same period, so that we must still continue to look elsewhere for the other side of the story of constant irritation that kept Perier in hot water and that permanently crippled Bienville's military reputation on his return to the helm after Perier's recall.

Nor does this particular series include the history of Bienville's masterly diplomacy during the years from the foundation of the Colony to the date of his recall in 1724. These services were of as great if not of greater importance to the infant colony than anything related in this volume, for it was then that the home government's failure to furnish proper support was minimized by a local policy that perpetually embroiled one tribe with another and that trimmed and tacked with these tribes and with every adventitious circumstance to block the path of the Carolina traders in their effort to drive the French into the Gulf. Interesting and valuable as this book is

on the Indian relations of its period, it is still more useful for the light cast on the relations of the local rulers to each other and on the lives of the colonists who held no office or rank. The atmosphere of official jealousy and of monopoly and of special privilege fills the scene, no responsibility whatever seems to have been placed upon the people, who were regarded rather as casual pawns in a game that had a greater purpose, and eventually took on the aspect of a continuous tragedy.

The Quarterly welcomes this book with unqualified endorsement. It is a long step in the right direction. Whenever the documentary history of the French era of Louisiana is put into print, whether in text or translation, that colorful seventy years of life in the Mississippi Valley and especially in New Orleans and the Gulf coast will take on a different aspect. Indeed, it is difficult to understand why this task has not been undertaken before and though Messrs. Rowland and Sanders have given us only a brief glimpse of one section of the field, they are entitled to the credit of pioneers and to the grateful remembrance of their countrymen and the joy of this English translation, of course, crowns their glory.

The book is entitled "Mississippi Provincial Archives, 1729-1740, French Dominion," but as previously noted, it really is a selection of certain documents out of the archives in Paris relating wholly to the French colony, La Louisiane. It is true the present area of Mississippi was included in the wilderness covered by our name, but the Natchez, Choctaw and Chickasaw Indians were not provincials, nor history makers. The French rulers, soldiers and traders of that period, with headquarters at New Orleans and Mobile had no dwelling place in that area, save at Natchez and along the Gulf Coast, but their adventures with the natives of Mississippi, the unreliable and volatile aborigines created an Indian question of the first magnitude, that under any other than French rule would have been settled as it was settled in the English colonies of the Atlantic seaboard.

The real problem the French had to meet in lower La Louisiane was the same that their kinsmen met in the far north and along the hard and fast line they strove to draw through New York, Pennsylvania, Maryland, Virginia, North and South Carolina and Georgia, the everlasting conflict between French and English ideas of government, accentuated in our section by a keen commercial rivalry. This is evident in every docu-

ment printed by the compilers of this book. Yet in Southern Louisiana as we have just said, the issue was not so much racial as commercial and it is because these papers throw an intimate light on the French view of the basic or first cause of this conflict, that we are so glad to get them in this shape. The proof is here constantly presented and at first hand that the people of the Carolinas were traders first and fighters afterward, they invaded French territory with their goods and undersold the French trader and used better goods, they sought not so much a war as a monopoly but as is the case today, monopoly is usually war.

The feature just noted, is, however, not the only one that interests us; these contemporary writings show how completely the French colonists were muzzled by the official corps; their industry was throttled by the protective system of France, there was not only no incentive to produce the things that were needed in every day life from gun powder to clothing, but they were made to depend on French imports for these necessities. It brings into full view the difference between the self depending colonists of the English territories and the repressed and dependent French settlers.

There are many other interesting points developed in these papers that we could dwell on had we not already outrun our space. Perhaps the most valuable is the touch with Bienville in his working clothes. It has often been said that we have no intimacy with the mind of this remarkable man. Even Miss King in her thorough study of his career found it difficult to clarify the man, he had left no personal papers, there were no reminiscences of his contemporaries. Surrey's index indicates there are hundreds of official letters of Bienville still in the Paris Archives and when these are reproduced and with them the reports, official and otherwise of the various local officials of that time, we shall have the true Bienville painted full length by himself and his contemporaries. The Mississippi Provincial Archives give us a taste of the good things still left unexplored, but enough is here developed to justify the thought just expressed. There are indications that Messrs, Rowland and Saunders will not rest from their labors in this fertile field and that they are even now at work on another book touching the social, economic and governmental side of life in this era—to all of which we say Godspeed.

A word or two as to the translator's work will not be out of place. We know the difficulties Mr. Saunders has encountered. All the local people who figure in this book were essentially field men, soldiers, explorers and the like. They were not schoolmen and they wrote as they talked. Their phrases are idiomatic and more often colloquial and translators may get almost as many meanings for some of these as they themselves differ in experience and particularly in lack of local color.

Our work here in the Records of the Superior Council in the Cabildo at New Orleans has familiarized us with methods of expression and with many of the common phrases of the people among whom the writers in this book functioned. Bienville was doubtless assisted by secretaries in his official reports but we have sometimes found his own personal production full of the faults that one may find for instance in the correspondence of Andrew Jackson. He minded on occasions neither grammar nor orthography, nor the niceties of style.

We have no doubt with the text before us we should occasionally differ from Dr. Saunders, particularly on such homely phrases as that of Regis du Roulet who punctuated his wrath with a thrust at the belly of the "little chief of the Yellow Canes" to make him swallow his insolence, but these are minor matters and it is gratifying that the text is edited with such care and is everywhere rendered into lucid and scholarly English.



IN MEMORIAM

A Tribute to the Memory of JAMES DAVIDSON HILL*

The season set apart for the resumption of the regular monthly meetings of this society is oppressed by sorrow for the hand of affliction bears heavily upon us, and with the interchange of greetings upon our re-assemblage is mingled the voice of mourning.

On November 7, 1927 death removed from our companionship James Davidson Hill, who for a series of years had been a member of this Society and who had endeared himself to us by the charm of his shining qualities.

What were the factors from which the mosaic of our colleague's character was formed? By what combination was produced the spell which drew about him multitudes of friends and lifted him to leadership among men?

He was born on July 15, 1842 in the city of New York, where his parents then were visiting. His parents were Scotch. It is pleasant to surmise that, as he strengthened in intelligence, household instruction told the child the story of the distant country of his ancestors, and that his imagination was nourished by recitals of the romance of "fair Scotland."

His primary education he acquired at school in Scotland and in France. Thereafter he was a pupil in the Boys High School at New Orleans and was a graduate thereof. In the pursuit of further knowledge he studied in Germany. Subsequently he attended New Jersey's famous institution of learning at Princeton.

When the call to arms was sounded by the Southern States, he promptly responded to the summons and having come back to New Orleans entered into military service on behalf of the confederacy. During the period of armed conflict between the states his career was distinguished by great intelligence, by gallantry of behavior, by defiance of danger and by devoted patriotism. A notable instance of his intrepidity was shown, when pending the siege of Vicksburg he was entrusted with the delivery of a communication from that City to Confederate

*Report of the committee of the Louisiana Historical Society read at the meeting held on November 22, 1927.

authority stationed beyond the lines investing Vicksburg. In a pirogue he eluded the vigilance of the Union gunboats on the Mississippi river and at the risk of being fired on by Federal troops from boats on the stream and from Federal soldiers on the banks of the river, successfully accomplished his errand, and returned safely to the beleaguerd city.

At the downfall of the Confederacy he came back to New Orleans. He studied law, was admitted to the profession and was thus further prepared for usefulness to his fellow-citizens. With the responsibilities of his professional he united those of commercial business, and found additional outlet for his energy and manifold abilities in the administration of large interests involved in the culture of sugar.

As stated, he had come back from the field of war to take up the constructive work of peace; but the cruel policy of the victors towards the defeated people thwarted for years the commonwealth's advancement to prosperity and threatened with subversion the civilization of the State.

In this period of struggle for relief against oppression Hill stood resolutely with his people and was conspicuous in the fight. Not alone in wise and valiant counsel did he assist the cause, but in the triumph which has rendered forever memorable the September of 1874, he as major in Angell's battalion, one of the organizations in the people's soldiery, co-operated efficiently towards the victory. When after a dreary interval the state by the cessation of Federal interference came back into the keeping of her citizens, the patriotic interest of Hill in the promotion of her welfare remained constant. An enterprise of great importance to the City of New Orleans, the Public Belt Railroad, he championed with enthusiasm; and its successful maintenance has been the object of his alert solicitude.

His last public service was as Chairman of the Commission which built the beautiful Louisiana memorial in Vicksburg National Military Park, and his address at the dedication thereof is preserved forever by publication in our Quarterly.

Although marked out with honors for his enlightened public service a pleasing personality added to his adornment. No pressure of business made him forget his courtesy, he was easy of access, was modest of demeanor, was urbane. His attachment to the Christian faith hallowed the conduct of his life, and he rested in abiding confidence in the sacred precepts of Holy Writ.

His home was beautified by affection, embellished by refinement, sanctified by religion.

His example while he lived was an uplifting inspiration; and as a message to us from beyond the tomb, exhorts to noble life.

The Louisiana Historical Society deeply deplors the death of James Davidson Hill, and respectfully tenders its sincere sympathy to the members of his family.

HY. RENSCHAW, Chairman.

W. O. HART.

GEORGE P. THOMPSON.

Mr. Hill also gave years of time and service as Commissioner and later as President of the Court House Commission, a public board charged with the erection and maintenance of the Civil District Court Building on Royal Street in New Orleans, an arduous and patriotic service without monetary compensation. There is a very interesting and personal paragraph of Col. Hill in Kendalls History of New Orleans, Vol. 3, p. 1117, that has all the earmarks of autobiography, though signed by Dr. Stubbs.

ED. LA. HIST. QY.



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**RECORDS OF THE SUPERIOR COUNCIL OF LOUISIANA.
XXXVII.**

July–November, 1741.
(Continued from Oct., 1927).

By WILLIAM PRICE and HELOISE H. CRUZAT.

- July 1, 1741.** **Attorney D'Auseville** answers that Jahan's claim for 1200 livres from Hubert Harang's estate is closed, that said estate owes only 276 livres to Marsilly, not balance debit in another transaction. Attorney D'Auseville is ready to meet the reduced claim on presentation of Jahan's power of attorney together with the return of the note for 1200 livres, which sum is really to the profit of the Company.
(See judgment July 1, Nos. 2 and 3.)
- July 1.** **Francois Jahan** agrees to supply Captain Pradel with 2000 quarters of lime, thoroughly dry, to be delivered at the Captain's house near the levee at the close of May, 1742, at 3 livres a quarter, payable in the course of delivery as agreed. On failure, buyer may purchase elsewhere at Jahan's expense. Barthelmy Bimont, surety for F. J.
- July 1.** **Rendered** in case of Du Tertre, plaintiff, vs. Sr. Michel F. Gerard (should be Fitzgerald), defendant. Council orders defendant to pay sum of 103 livres, 13 sols, 6 deniers, and half of the profits on cask of wine and goods and to bear costs.
July 6, 1741. Notice of foregoing judgment served on Sr. Gerald by Sheriff Lenormand.
- July 1.** 1. Barthelmy Bimont vs. de la Pommeraye: B. allowed net claim of 150 livres; costs on de la P.
4 pp. 2. Sr. de la Pommeraye, plaintiff, vs. Sr. Jahan, defendant; Council orders defendant to pay note.
3. Sr. Jahan, acting under procuration of Mr. Marsilly vs. Sr. D'Auseville, Attorney of Vacant Estates; Council orders D'Auseville to pay.
4. Sr. Dutertre, plaintiff, vs. Sr. Michel F. Gerard; default against defendant.
- Amount of law suit.**
- Contract to furnish lime.**
- Judgment of Superior Council.**
- Decisions of Superior Council in Sundry suits.**

July, 1741.

5. Sr. D'Auseville, Attorney of Vacant Estates, plaintiff, vs. Ignace Petit, defendant; in favor of plaintiff.
6. La Thiolais, plaintiff, vs. Sr. Pery, defendant; Pery will pay note and bear costs.
7. Piemont vs. Delalande; D. shall make good the missing amount of tar; adjustment provided as regards waste portion.

July 5.

3 pp.

Inventory and
appraisement of
the Ship St.
Jacques.

Inventory and appraisement of packet boat, the St. Jacques, formerly commanded by Captain Raimond Coquelin de la Thiolais. Appraisement by Councillor L. Prat, the Procureur Général and the Recorder, assisted by technical viewers. Total estimated 2400 livres. Mr. Pery becomes custodian and acting proprietor to render account when wanted, to whom pertinent.

July 23, 1742. Mr. Dausant receipts to Mr. P. for the given property transferred intact.

July 10.

Suit for flour.

Jacques Judice, settler, in this town, claims 5400 pounds of flour from Louis Tiberge. Hearing appointed for July 15th.

July 11.

4 pp.

Suit to recover
price of
merchandise.

Jacques Demeyere claims 8301 livres in Colonial money from Gerard and Tarascon, due on merchandise which he sold them in case of necessity. He was at loss to enter the river and accepted their equivocal aid followed by said emergency bargain.

July 12.

2 pp.

Petition for
rehearing.

By Sr. Gerard, who was sentenced in default to pay Dutertre's demand in matter of tobacco and wine. G. mistook the date and asks that case be heard again. Granted, and shall be cited.

July 12.

4 pp.

Bienvenue's
answer in
Boissiere's suit.

Answer to Boissiere's suit denying that Jahan, representing Bienvenue, designs to fatigue the other party. The defense turns on unavoidable accidents in Bienvenue's path. Bienvenue had no orders but only a passport from Mr. de Bienville. Boissiere's goods were treated with all the consideration expedient in the face of scanty dugout room and Indian raid. None of Boissiere's goods were diverted by dishonest action by Bienvenue.

Boissiere's reply
thereto.

See previous
proceedings
June 3, La. Hist.
Qtly., Oct., 1927.

July 13, 1741. Sr. Lenormand, acting for Sr. Boissiere whose power of attorney he holds, reiterates that Sr. Bienvenue having escaped from the Chickassaw massacre by the help of Sr. St. Pierre and some Monicot savages, saved his pirogue, his goods and those belonging to Boissiere, amounting as per statement to the sum of 3845 livres, 8 sols; that the massacre was due to Bienvenue's disobedience to Governor Bienville's orders, who had forbidden him to pass Pointe Coupee and from whom he held a furlough. Bienvenue continued his route notwithstanding Boissiere's opposition; the latter rather than be degraded had to follow. Boissiere lost not only his own property but goods and a negro that had been confided to him. A petition was presented on the 8th of last April, and was proven by reliable witnesses before the Attorney General that Boissiere was simply a passenger furnishing his share of expense and three men for labor. That Bienvenue sold a part of Boissiere's goods and carried the remainder away to Illinois, that one of the hired men represented to Bienvenue that he was appropriating goods which belonged to Boissiere and that Bienvenue denied that they were Boissiere's property. The petitioner therefore prays Council to sentence Bienvenue to return to Boissiere 3845 livres and the price of the negro which he had to refund to Sr. Rondeau. Signed: Lenormand.

July 14.
2½ pp.

Petition to Superior Council by Marin Lenormand, acting under procuration of Louis Boissiere, stating that Sr. Bienvenue having escaped from the Chickassaws, had with help of Sr. St. Pierre, salvaged his pirogue and effects therein owned by Sr. Boissiere, valued at 3845 livres, 8 sols, and that as the massacre was due to fault of said Bienvenue, on a furlough and carrying orders of Governor Bienville, petitioner prays that investigation be made and that Boissiere be indemnified not only for his own goods but for those entrusted to him by other parties. Signed: Lenormand. Held as notified. Signed: Jahan. Document water stained, ragged and torn. (See decision of Council, July 15, No. 5.)

July 14, 1741.
Slip.

Memorandum
of deficit.

Avignon certifies that much wine was lacking from the five casks bought of Tarascon. The rest is garbled and illiterate grammar and opaque spelling.

July 14.
1 p.

Memorandum
of account.

Messrs. Gerald and Tarascon owe to the cargo of La Chevalliere, Captain Du Congé, whose manager is De Meyere, to-wit: 6 casks of claret at 500 livres, one cask of beer (200 livres), 60 anchors (960 gallons) of rum, 300 livres; one box of print (dry goods), 1500 livres; 2 casks of syrup, 300 livres; 7 boxes of soap, 301 livres—total 8301 livres. Certified by De Meyere.

July 14.
3 pp.

Rejection of Bill. Michel Fitz Gerald and Jacques Lorrain, alais Tarascon, reject the exorbitant bill tendered by one Meyere on basis of New Orleans prices. They had not thought of buying goods in marine emergency without allowing for all intermediate risks and costs of transit. They would fix the bill at 750 piastres gross and proper reduction of 41.

(See decision, July 15.)

July 14.
2 pp.

Suit to recover
price of sale of
property in New
Orleans.

Dame Tiennette Louise Malbec, widow of Sieur Petit de Livilliers, sold a house, lot and materials, along the forefront of this town, to Mr. G. Pery December last, for 8500 livres payable in three months to Company and creditors of Madame. Let Mr. G. P. be cited, since he has not paid. (Ragged edges.)

July 14.
4 pp.

Suit concerning
deerskins.

Letter is quoted to show that Mr. Robineau de Portneuf consigns to Mr. Jahan three bundles of deerskins weighing 250 pounds. R. bespeaks an order of goods in return. Jahan alleges that furs arrived before he was advised and were stored in the King's warehouse and appraised as property of late La Buissonniere. Jahan therefore asks to receive the goods as consigned to him. So ordered by Judge Salmon.

Appended is a revised memorandum on actual contents of bundles when appraised. Then follows a bill of goods forming a counter claim account of 426 livres which Robineau will pay in the course of next May, on return of the "train" from Illinois.

July 20, 1741. Jahan reviews the case connectedly and seeks to recover his unredeemed

July, 1741. credit. Skins were sold as estate goods. He would oppose delivery of estate funds until paid his claim of 426 livres.
(See further, Aug. 2.)

July 14.
1½ pp.

Suit to enforce agreement to purchase slave.

Petition to Superior Council by Mr. Delfau de Pontalba, officer of this Colony, who states that he bought a mulatto from Sr. Louis Prat, named Jacob, now in possession of Sr. Jean Prat, his brother. Petitioner asks that said Jean Prat be ordered to remit said slave to him on presentation of annexed note for 1000 livres. Signed: Pontalba.

July 14, 1741. Order for citation of Sr. Jean Prat. Signed by Salmon.

July 14, 1741. Notice of citation before Council served on Sr. Prat at his domicile in this city, by Lenormand.

July 15.

Decisions rendered by Superior Council.

1. Between Sr. Pontalba, plaintiff, vs. Sr. Prat, defendant; in favor of plaintiff.
2. Between Jacques Judice, plaintiff, vs. Durand and Thiberge, defendants; in favor of plaintiff.
3. Between Sr. Gerald, plaintiff, vs. Sr. Dutisne, defendant; Council orders Gerald to pay sum of 70 livres and costs.
4. Between Sr. Meyere, plaintiff, vs. Sr. Gerald, defendant; Council orders that inquiry into facts be made before M. Raguet and Prat.
5. Between Sr. Boissiere, plaintiff, vs. Sr. Bienvenu, defendant; Council orders that Bienvenu will affirm in Court the effects he may have saved belonging to Boissiere and that the whole be seen and report made thereon. Costs pending.
Signed: Salmon, Raguet, Prat, fleuriau.

July 15.
2 pp.

Excerpt from Registers of Sessions of Superior Council.

Sr. de Meyere, owner of the boat, La Chevalliere, plaintiff, vs. Sieur Michel Fitz Gerald, defendant. Orders defendant to pay the sum of 8301 livres as per certified statement and plaintiff shall pay that of 570 piastres, 6 reales, 4 deniers, according to agreement. Signed by Council, Henry, Greff.

See July 14, two entries. Also the proceedings July 20, et seq, below.

July 18, 1741.

Suit against a
succession.

Philippe Chauvin, alais Joyaux (Joyeuse), acting for Francois Guion Desprez, creditor of late Charles Le Duc for 213 livres, moves to collect this item from Procureur D'Auseville.

July 20.

1 p.

Notices to
witnesses to
appear in suit
of Meyere vs.
Gerald.

Notice served on Sr. Ancelin to appear as witness between Sr. Gerald, Tarascon and Meyere.

July 20, 1½ pp. Notices in same case served on Sr. Francois Jahan, Sr. Amcelin, merchant; Sr. Ferrand, tavern keeper; Sr. Bernard, Charie, sailor; Louis Mony, Antoine Gojulle, carpenter on La Chevalliere; Jean René and Antoine, both sailors on La Chevalliere. They are all summoned to appear this day at 4 p. m., to testify in the inquiry to be held in the Registry of the Superior Council, before Councillor Prat. Signed: Lenormand.

Notices of Citation, in the same case, served on Sieurs Gerald and Tarascon and De Meyere at their domicile in New Orleans. Signed: Lenormand.

July 20. Memorandum of Court fees: De Meyere, 41 livres; Gerald and Tarascon, 35 livres.

July 20, 2½ pp. Michel F. Gerald, seeing that formal evidence is in order between himself and de Meyere, bespeaks the citation of a number of witnesses in his behalf. Granted, and their names follow below.

Meyere failed to appear and proceedings are ordered to go on irrespectively.

Testimony of
minor witnesses
on behalf of
defendant.

July 20, 1741. Testimony received by witnesses: 1st, Antoine Gonzalle, who answers by interpreter R. P. Materne, Capuchin Missionary; 2dly, Fernando Alvarez, who answered by same interpreter; 3dly, Louis Mony, who says there was no delay, that Gerald guided them to the Balise as wind served.

4th witness, Pierre Ancelain of New Orleans, found Meyere's price too high and made no deal with him.

5th witness, Louis Bernard, inn keeper of New Orleans, testifies in like manner.

6th witness, Pierre Ferrand of New Orleans, mentions bargaining but no clinching.

7th witness, Jean Charrier of la Rochelle, passenger, confirms: no delay and Gerald's refusal to buy on board at New Orleans prices.

July, 1741.

8th witness, Jean René, of Brittany, saw the hat full of money, but knows nothing of the bargaining. He commends the competent seamanship of Fitzgerald; adverse winds alone could cause their delay.

9th witness, Antoine Buyard of Blaye, sailor, saw a bag of piastres carried in Tarascon's hat, but has no knowledge of a closed bargain. A. B. came to New Orleans by dugout through lake and bayou. He left their vessel at Ship Island.

10th witness, Francois Jahan of New Orleans, a native of Tours, was called in by G. and T. to regulate their account in the form shown to F. J. total was only about 4800 livres in Colonial money.

July 22. At the instance of Meyere, Lenormand cites a number of witnesses and also Gerald and Tarascon to appear this day at 2 p. m. before M. Raguet.

Formality of producing witnesses in suit between Meyere and Fitzgerald. Names of de Meyere's witnesses appended. Mr. Gerald fails to appear and inquiry shall go on without him.

Testimony of
witnesses on
behalf of
Meyere.

1. Marine Officer Philibert La Perliere, who is ignorant of terms of De M. and G., but heard G. remark that he had bought goods of De M. to the amount of 7000 or 8000 livres.

2. Francois Du Congé, Captain of La Chevalliere, states that G. was persistent in bargaining for goods of De M. and appeared indifferent about price thereof.

Item. G. purposely temporized though fair weather for sailing.

3. Pierre Ferrand, ignorant of terms in question.

4. Louis Bernard heard G. say that he bought at the rate of New Orleans.

5. Charles Lesassier, passenger, seconds the point of buying at New Orleans prices.

6. Pierre Ancelain heard G. say that he had bought on basis of New Orleans market.

7. Michel Brosset heard G. make light of detaining those people five days and more to smoke the pipe and bring them to terms.

8. Francois L'Estrade, sailor of La Chevalliere, seems to confirm the unconcern of G. in respect to prices, Francois was sent to the hold

July, 1741.

to bring up the goods and heard De Meyere stipulate New Orleans terms.

9. Pierre Phelippeaux of La Chevalliere, heard the like proviso, but is ignorant of the ensuing terms closed.

July 28.

Court notice.

Court Notice. Lenormand serves copy of list of witnesses for Gerald and Tarascon in their pleadings with Meyere who shall submit his challenge, if any, in three days.

M. Gerald states that he has no reproaches to make against Mr. Brosset, but that he is known without trying to hurt his reputation for a man who speaks at random, without ever thinking what he says, just because "he itches to talk," and who is most envious, and who moreover has been liable to insults from his wife in public, he may have had it in mind and acted without knowledge of the case. Remainder pale and torn. Signed: Lenormand.

Aug. 1, 1 p. Challenge of witnesses. Mr. Meyere objects to Gerald's witness, Jean René, on the ground that he was a fugitive the night before the transmission of writ in question. Torn and edges ragged.

Aug. 2, 3 pp. Answer by Mr. de Meyere of La Chevalliere, on Gerald's challenge of witness Brosset, after refuting challenge of Meyere's witness Du Congé. Communicated to Gerald who insists upon the objections.

Aug. 2, 1 p. Petition to Council by De Meyere for citation of his adversary Gerald, to produce his objections and plead finally at same hearing, so that all the matters may be included in sole and same cause.

Aug. 5, 1 p. Mr. de Bienville states that de Meyere came to him beseeching the arrest of Gerard, then about to start for Pensacola. G. had not refused payment; parties had simply disagreed with regard to terms. Mr. de Bienville urged that Gerald could not afford to buy below line of profit. De Meyere retorts that he had to sell at forced price in order to get clear of Ship Island, where G. would have detained him. Signed: Bienville.

(See decision Aug. 5, No. 12. Council reduces plaintiff's claims and orders same paid within one week; also decree on same date.)

Bienville testifies
in the Meyere
case.

to July 1741

July 24, 1741. By **Jacques Andre Prevost**, captain of the ship Triton, of La Rochelle, who claims 50 livres, payable in Spanish dollars from gardener Tourangeau for 40 pounds of coffee.

Suit for price of coffee.

July 24. **Petition to Council** by Joseph Le Cour, traveler, Attorney for Francois Rey, who was hired by late Liberge for a trip to Illinois, stating that Rey's goods were saved with dugout of Liberge and turned to Procureur D'Auseville. Let the said goods be released or their value redeemed. Likewise Item for 150 livres owing to Rey for wages.

Claims for property saved and deposited in registry.

July 27. **Claim** by Captain Jacques André Prevost of 300 livres from Tourangeau for fare and victualing two negresses. Action allowed.

Suit for fare and food for two slaves.

- July 31.**
2 pp.
1. Procureur D'Auseville has leased to Simard and wife for one year a house fronting on the river for 200 livres, payable at 16 livres each month to date from August 1, 1741.
 2. Francois Le Mesle petitions authorities to secure him in possession of a certain lot on the river front granted him four years ago by Monsieur de Bienville; Council allows him to own the given site on condition of his cutting stumps on front side as far as river and leveling the premises.
 3. Procureur D'Auseville remonstrates that when his prior tenant, Mr. Prevost, failed to pay rent, Mr. D'A. took occasion to lease the house to Simard, whereupon Mr. Prevost put himself in a rage, claimed the ground site as his property and had it surveyed. He set back the fences and made firewood thereof. He prays that Council order Prevost to vacate and secure Mr. D'A. in possession. Judge Salmon allows action and Sheriff Lenormand notifies Mr. P. to appear for hearing and also to quit the house today. He shall repair broken window panes and other damages and restore fences. The house in dispute is described as the first one built on the "Islet" (square of ground). (See further entries on this subject Aug. 4 and 5.)

Proceedings before Superior Council in sundry cases.

July 31, 1741.

1 p.

Petty suit.

Claim by Procureur D'Auseville of 11 livres—
from negro Louis for Ferchaud estate and 7½
livres for himself.

July 31.

1½ pp.

Suit to recover
property and
business papers.

Petition to Superior Council by Francois Curton
(Coulon) Chevalier de Villiers, Attorney for
Dame Elizabeth Sorel, widow of Mr. Robert
Groston de St. Ange, on behalf of Demoiselle
Anne Crevier Du Vernay, widow of Charles Le
Duc, moves to cite one Baudoin, journeyman,
who is said to have appropriated some of the
late Le Duc's goods and business papers. Mme.
Sorel's power of attorney was issued at Mon-
treal, Aug. 19, 1740.

Another petition on the same subject, save
that in this case Procureur D'Auseville is to be
cited, as having charge of Le Duc's estate.

Aug. 2.

2 pp.

Jahan vs.
Estate of La
Buissonniere.

Renewal of request by Jahan in matter of furs
of his which became absorbed in assets of La
Buissonniere estate. Let Mr. de Portneuf be
cited to pay claim of 426 livres in default of
collection from said estate; also cite Madame
his widow, now married to de Portneuf. (See
decision Aug. 5, No. 4.)

Aug. 3.

2 pp.

Suit for balance
due on his
account.

Claim by Mr. Augustin Chantalou, attorney for
Mr. Damien de la Garde and his wife, Char-
lotte Bonnaud, of a residue account of 2487
livres from Messrs. Assailly and Daunoy, suc-
cessors to Dasfeld and co-action allowed by
Councillor Bobé Descloseaux.

Aug. 4.

2 pp.

Prevost answers
D'Auseville's
suit.
See July 31.

Defense of Mr. Prevost, who disclaims both neg-
ligent and unlawful conduct as regards the
rent and the house in dispute. He paid rent
as receipt shows until the end of last June and
is willing to pay until the end of his occu-
pancy; this being contingent on a certain deal
with Mr. D'A. and third party d'Hauterive.
Mr. Prevost refers to the decayed state of the
house in dispute; he has kept it in better order
than it was when he hired it. He also insists
on revised boundary line.

(See next entry.)

Aug. 5, 1741.
4 pp.

Preliminary
ruling of the
Council in
D'Auseville vs.
Prevost.

Royal Engineer shall survey the square on which plaintiff's house is built. Meanwhile Mr. Prevost shall release the house to Mr. D'A. but Mr. D'A. may not lease it anew pending final decision.

Aug. 31, 1741. Engineer Broutin finds Mr. D'A. slightly over true line. Mr. P.'s fence was a correct reconstruction. The house leans inward and is liable to collapse in a gust of wind.

(See opposition to this report by D'Auseville Sept. 2.)

Aug. 5.
1 p.

Petition to order
Defendant to
produce account.

Curton de Villiers (it should be Coulon de Villiers), attorney for Madame Veuve St. Ange, on behalf of Widow Le Duc de Charleville, vs. Baudoin, petitions that account be produced within a week at latest.

Judgment so ordering. Costs reserved.

Aug. 5.
6 pp.

Decisions of
Superior
Council in
sundry suits.

1. D'Auseville vs. Prevost (see particulars above).
2. De Villiers vs. D'Auseville; further pending.
3. St. Ange vs. Baudoin (see previous entry).
4. Jahan vs. De Portneuf; Recorder shall pay plaintiff's claim, 426 livres, from L. B. estate funds. Mr. de Portneuf may have recourse to said estate for his balance credit.
5. Bredit shall pay fare, 150 livres. Item. He shall pay coffee claim at 25 sous per pound. Some other contentions adjusted or non-suited.
6. Liberge estate shall pay Le Cour 300 livres. Costs on estate.
7. D'Auseville vs. Tarascon; for D'A., 28 livres.
8. D'Auseville vs. Leonard; L. to pay rice in kind in course of September next, or else at 15 livres a barrel.
9. D'Auseville vs. Louis Cezard, a free negro; for D'A.
10. Gallot vs. Dames Mayeux and Pontalba; for G. 150 livres.
11. Widow Petit de Livilliers vs. Pery; P. to pay for lot.
12. Gerald and Tarascon shall pay Meyere 5575 $\frac{3}{4}$ livres in Colonial money within a week; M. shall settle for provisions, 153 livres.

Aug., 1741.

13. Settlement of 18th of April, 1737 shall stand.
14. Widow Petit de Livilliers; Deed of gift confirmed.

Signed: Lafreniere, Raguet, fleuriau, Prat.

Aug. 5.
4 pp.

Decree of Superior Council in suit of Meyere, owner of La Chevalliere, vs. Srs. Gerald and Tarascon, for payment of merchandise furnished them, interest thereon and costs of Court, sentencing said Gerald and Tarascon to pay Meyere the sum due on said merchandise, less 47 piastres for value received by plaintiff, according to verbal agreement. Details of whole case before Councillor Raguet repeated. Document a copy, stained, ragged and torn.

Aug. 7, 4 pp. Petition for returns in de Meyere case vs. Gerald and Tarascon.

Plaintiff insists on his unabated claim of 8301 livres besides what sum the Council may please to allow him in the way of costs, damages and interest.

(Inferentially written before the decision of Aug. 5. Filed with other papers in the case. Faded and edges worn.)

Aug. 8.
3 pp.Prosecution
for libel.

Sr. Michel fils Gerald (son of Gerald), sues Mr. de Meyere for damages and libel growing out of his charge on the preceding litigation. He alleges that de Meyere, having no proof, accused the son of Gerald of abducting at Santo Domingo, a vessel of the King and its cargo, and charged Gerald with other ill deeds, utterly foreign to Mr. G.'s career.

Aug. 8. Notice served on de Meyere by Lenormand.

Answer by Mr. de Meyere against Mr. Gerald's rashness to plead himself irreproachable in this Colony. Mr. Durante is yet living who has not forgotten the prison days of Mr. Gerald kept in irons at Mobile, for complicity with his friend, Thomas Diaforus; let alone ministerial orders for shipping of Mr. G. to France, flight being his only exemption. Petitioner asks for time to produce his evidence and offers Mr. Pery as security. Also let Captain Prevost be cited for throwing light on Mr. Gerald's do-

Aug. 19, 1741.

Slip.

Statement by
Volant
concerning the
arrest of Girard
by Diron
D'Artaguet.

ings at Santo Domingo under the name of Fitzgerald.

Volant certifies that he is in possession of an order from Mr. Diron D'Artaguet, to arrest Sieur "Girard" with the troop at the Lagoon between "Bertit" river and the Mobile Bridge, awaiting an English boat. Signed: Volant.

Sept. 2.

Conclusions of Procureur General between Gerald and de Meyere. De Meyere is fined 50 livres in favor of the Hospital by way of amends for charges indiscreetly advanced against said Gerard. Funds on deposit for de Meyere in Recorder's office shall be released to him. Costs on de Meyere. fleuriau.

Council's Decision in same suit; follows Procureur General's report. Signed: Salmon, Raguet, Bobé Descloseaux, Lafreniere, Prat.

Slip found
in box.

Sept. 22. Receipt signed by Father Mathias for Henry, Clerk of Council, for the sum of 50 livres as a fine which Mr. Maiere was sentenced to pay for the poor and 6 livres as pay to witnesses.

Aug. 9.

2 pp.

Petition to
cancel
apprenticeship.

Madame Marie Anne Hoffman, widow of Jean Barbier, now wife of André Hoffman, sues to recover from Dupare her young negro slave who had been left in Mr. Dupare's charge and she would have the Council decide if Dupare shall keep the slave as an apprentice whereas he has completely neglected to do his part of the contract.

Referred by Judge Salmon to the Procureur General who orders inquiry. Notice sent to Dupare.

Aug. 11.

The Ursulines
ask for the
removal of a
negro girl who
is clearly insane.

Letter of Mother St. Pierre, Superior of the Ursulines, to Mr. Noyan, c/o Mr. Marin, New Orleans, asking him to send for his negro girl, Charlotte, who does not need to stay any longer to furnish evidence of her insanity and the Revd. Mother fears responsibility.

Aug. 14.

Petition to
recover price of
slave.

Francois Noyon, settler at Cannes Bruslées, bought a negro girl of Mr. Girard, about three weeks ago, and some days later learned that she was crazy. Girard refused to take her

This suit grows out of the sale of the girl referred to in the preceding entry.

back but advised Noyon to leave her with the Dames Religieuses and if they noticed some lunacies of the said negress, G. would not hedge on remitting the sum of 1750 livres in restitution. On report of the said Religious the negress was returned to Mr. Girard. Let him be cited to refund.

Aug. 30, 1741. Certificate of impaired sanity. Pierre Gourbeillier, known as St. Pierre, certifies as to having seen a negro of cracked wit (timbré d'esprit). Mark of St. Pierre. +

Aug. 31.
Slip.

Certificate of Lunacy. Hurbain Picoux certifies having seen a negro girl named Charlotte, crazy or cracked of wit. Done this 31st of August, 1741. Signed: Picou.

2½ pp.

Suit against Gerald for balance due on ship purchases.

Aug. 17, 1741. Mr. Michel Brosset presents the documents below, reviews the transactions on account of the Ste. Anne which was sold to Mr. Prevost, because Mr. Gerald could not meet his obligations in the case. Mr. Brosset shows himself creditor to Mr. Gerald for 1368 livres.

Aug. 17.
2½ pp.

Documents annexed to foregoing petition.

May 2, 1737. Sale of bark Ste. Anne. Michel Brosset and Dame Bunel, acting for their absent partner, Louis Cheval, convey the Ste. Anne, of about 40 tons, to M. Michel Fils Gerald for 2000 livres payable in two equal installments. Mortgage security.

Oct. 14, 1737. Mr. Gerald mortgages a mulatto female slave in the case. Good script, partly faded.

Jan. 27, 1738. The same bark is now sold to Mr. Prevost (sum effaced). Copy of subjoined receipt of Mr. Brosset to Recorder Henry for 954 livres, added to that of 96 livres paid to Nicolas Cheval, amounts to 1050 livres, price of sale. April 25, 1738.

Aug. 22.

Brossett plaintiff in temporary suit seeks a preference over De Meyere's claims to the proceeds of judgment against Gerald.

Brosset files demand in Registry for sum of 1368 livres, 16 sols., due him by Sr. Gerald. This debt antedated that of Sr. Meyere and he requests that his demand be certified. Signed: Brosset.

Aug. 23, 1741.

Marin, creditor
of Gerald makes
similar claims.

Sr. Francois Marin files claim in Registry of Superior Council for sum of 480 livres, 2 sols, due him by Sr. Gerald as per note. As the said Gerald has deposited a sum of 5030 livres due Sr. Meyere for merchandise, this sum should remain on deposit until suit Marin instituted against him be decided. Signed: Marin.

Aug. 25.
Slip.

Memorandum
of new claims by
Gerard, Gerald
or Fitzgerald
against Meyere.

Mr. Gerald rehearses the expense and inconvenience which he had to incur to pilot Meyere to La Balize. Delivery of wood was prevented by said encounter. Itemized list of charges amounts to 153 livres +, but he estimates his round claim at 1000 livres. He is willing to arbitrate if Meyere so prefers. Communicated to Meyere at the door of Audiences.

Aug. 28. 1 p.
Another suit
against Gerard.

J-B. de Chavannes claims an account of 758 livres, 15 sols, from Mr. Gerald due on notes and supplies.

Aug. 28. 1 p.
Petty suit.

J-B. de Chavannes claims 62½ livres from Dame Ancelin due on bill for dry goods.

Aug. 28.
1 p.

Notices served by Sheriff Lenormand on Srs. Assailly and Daunoy to pay forthwith the sum of 2487 livres +, either to Mr. Chantalou or to Sheriff, together with interest and costs, in settlement of claim question. Messrs. Assailly and Daunoy decline to pay the claim in question and they base their objections on both legal and mercantile reasons duly presented. Communicated to Mr. Chantalou.

Aug. 30.
2 pp.
Suit against
Delachaise
estate.

Messrs. Assailly and Daunoy were ordered to pay Mr. Roquigny the sum of 1277 livres for his salary account as steward of settlement of Chaouachas under administration of late Mr. Delachaise; but A. and D. were allowed recourse to Delachaise estate and therefore they claim 7972 livres therefrom, due on certain produce accounts.

Notice served on specified heirs.

Aug. 31.
2 pp.
Gerald sues
Chavannes.

Claim by Michel F. Gerald, the sum of 640 livres from Mr. de Chavannes due on a note dated past April 6th, also 19 quarters of shelled corn. Order filed. Signed: Fazende, Councillor.

Sept. 2, 1741.

3 pp.

D'Auseville vs.
Prevost.Plaintiff objects
to report of
Surveyors
Broutin.

See Aug. 5.

Citation of D'Auseville before Council. Attorney D'Auseville is cited to appear for confirmation of Engineer Broutin's report on house and line in dispute. Mr. D'A. objects that he has no cognizance of the pretended surveying. Item. Mr. B. cannot pronounce on the correct line without inspecting the deed for the house granted apart from that of the ground site: Whereas the house was existant prior to application for site.

The Council maintained the report and ordered the house set back. See Sept. 2, No. 5.

Sept. 2, 1741.

No. 889

4 pp.

Widow Barbier
vs. Mrs. Dandin.

Session of the Superior Council of Sept. 2, 1742, where were MM. de Salmon, First Judge, Descloseaux, Councillor; de la freniere, Raguet and Prat, Councillors.

Judgments in cases of:

Assailly and
Daunoy vs. heirs
of deceased de
la Chaise.Mr. Prat has
retired.Chantalou under
procuration,
plaintiff vs.Assailly and
Daunoy.
Mr. Prat has
retired.Chavannes vs.
Mrs. Hamelin.

1. Widow of Jean Barbier, plaintiff, vs. Mrs. Dandin, defendant: Case heard with the conclusions of the Procureur General, Council orders defendant to remit to plaintiff the said negress, named Doucet, and to pay defendant the sum of 400 livres for apprenticeship. Costs compensated.
2. Between Sieurs Assailly and Daunoy, plaintiffs, vs. heirs of Mr. and Mrs. de la Chaise, defendants and the depositary of the funds of said succession: The Council has adjourned parties to its next session. Costs pending.
3. Between Sr. Augustin Chantalou, acting under procuration of Sr. Daumeurs, called de la Grande, heir of deceased Dame Charlotte Bousique as having married her sole heir, plaintiff, vs. Sieurs Daunoy and Assailly, associates, in the concession of the "Chatouachas" belonging to MM. Dasfeld and son, defendants and plaintiffs: The case heard with conclusions of the Procureur General of the King, Council has condemned Srs. Assailly and Daunoy to pay plaintiff the sum of 100,487 livres, 17 sols, 6 deniers, interest and costs.
4. Between Sr. de Chavannes, plaintiff, vs. Sr. Hamelin's wife, defendant: Council has rejected demand of plaintiff.

(End of page, signed: Salmon.)

- Prevost vs. Dausseville.**
5. Between Sr. Prevost, plaintiff, vs. Sr. Dausseville, defendant: Council in consideration of proces verbal of the Engineer of the King of the 30th of last August orders Sr. Dausseville to draw his house off a foot back from lot of Sr. Prevost, according to said proces verbal which was homologated, within a month, permit to Sr. Prevost to do so at cost of said defendant. Costs compensated.
- Noyan vs. Fitz-Gerald.**
6. Between Sr. Francois Noyan, plaintiff, vs. Sr. Michel F. Gerald, defendant: Case heard before decision the Council orders investigation, as the negress sold to him was insane when sold to him by the said Gerald, on report to be ordered what is just. Costs pending.
- Brosset vs. Fitzgerald**
7. Between Sr. Brosset, plaintiff, vs. Michel F. Gerald, defendant: On report made the Council has condemned defendant to pay to plaintiff the sum of 1046 due him on boat concerned within three months, with sufficient bond for sums due said Brosset he is ordered to intervene in case. Costs pending.
Signed: Salmon.
- Fitzgerald vs. de Chavannes.**
8. Between Sr. F. Gerald, plaintiff, vs. Sr. de Chavannes, defendant and plaintiff: The case heard, seeing the note and bill of said parties which were proven, Council condemns defendant to remit in kind ("nature") to the plaintiff 18 quarters of corn in a month and likewise orders Sr. F. Gerald to pay Sr. Chavannes the sum of 99 livres, 1 sol, 4 deniers, he owes him in the same delay. Costs compensated.
Signed: Salmon, Bobé Descloseaux, lafreniere, Raguét, Prat.
Document stained with erasures.
- Sept. 4.
1 p.**
- Certificate that consideration for a note failed.**
- Michel Brosset and Brazillier, alais Tourangeau,** certify "with knowledge and solemnity, on their soul and conscience," that the note issued by Durantais in favor of the late Bertrand Jaffre, alais La Liberte, for a supply of corn, is void for the reason that the bargain whereon it was based fell through. They also know that Jaffre intended to release D. of his obligation but was overtaken by death.

Sept. 7, 1741.
Slip.

Receipt.

Dr. Prat has received from Augustin Chantalou the sum of 2487 livres as proceeds of a certain debt against owners of Dasfeld grant in favor of Mr. de la Garde.

Sept. 18.
1 p.

Decision in La
Chevalliere suit.

Mr. Du Conge's transaction with de Meyere—
Balance credit for Du Congé, 111 piastres of standard weight.

Nov. 20, 1741. Sheriff Lenormand notifies Du Congé to come and receive said sum, payable at Martinigue at rate of exchange.

Sept. 19.
4 pp.

Memorandum of
account.

Mr. Hebert owes Piémont for goods and cash from cargoes from La Reine des Anges and the Marie Françoise, net sum of 12,801 livres+.

Sept. 27, 1741. Statement seen and ratified by Procureur General Fleuriau.

Sept. 20. 2 pp.
Claim of 350
livres.

By Mr. Brosset from Sr. Gerard, as shown by his letter of Oct. 31, 1737, and G. disowns this debt. Let him be cited.

Sept. 20.
Slip.

Memorandum
of account.

Mr. Gerard owes Mr. Rasteau from cargo of the Comte de Maurepas, 209 livres, 5 sols; also 229 livres, 9 sols as stated on slip.

Sr. Paul Rasteau claims 229 livres, 5 sols from Gerard. Action allowed.

Sept. 20. 1 p.
Decisions of
Superior
Council on
above claims.

1. G. to pay 229 $\frac{1}{4}$ livres and costs.
 2. G. to pay Brosset 200 livres in discharge of all demands; costs divided.
- Signed: Salmon, Bobé Descloseaux, Raguet.

Sept. 20.
4 pp.

Suit for debt
payable in
tobacco which
was rejected as
unfit for export.

Report of
experts on
said tobacco.

J. Bancio Piemont relates his dealings with Herbert of Pointe Coupée on understanding that H. was to pay in tobacco from next crop at 5 sols a pound, and Mr. P. was to be sole purchaser from H. Some of the tobacco proved inferior and Mr. P. would have experts view the consignment and let H. take back what is faulty and pay balance due: 12,795 livres.

Undersigned viewers have inspected 19 cases of tobacco in bundles which Sr. Herbert brought down on Sept. 16 for Mr. Piémont. They found most of the lot wet and rotten and the rest very poor and marred by infectious influence of rotten portion, unfit for export. Signed: Gautreau, Cantrelle, Merle, Ozenne.

Sept., 1741.

Sept. 20. Joseph Herbert of Pointe Coupée, appears and complains of the foregoing procedure as premature and requests until next Monday for preparing his accounts against Mr. P.

Decision between Piemont and Herbert: H. is to take back the tobacco in question; further disputes are to be arbitrated. Signed: Salmon, Bobé Descloseaux, Prat, Raguet.

Sept. 20.

Petition to secure future installments of debt.

Mr. Bobe Descloseaux alleges he sold a plantation to Messrs. Rasteau & Co. (former d'Hauterive property), for 50,000 livres, payable in four installments. Two are paid but as Mr. Rasteau plans a trip to France, Mr. B. feels uncertain in regard to the unpaid installments and would have Mr. R. deposit equivalent of 23,000 livres in Treasury.

Sept. 21.

4 pp.

Powers of attorney (from Paris Sept. 21, 1741.)

Demoiselle Madelaine Rose Malo, widow of late Louis Joseph Bizoton, Marine Commissioner at Port of Mobile and member of the Superior Council at New Orleans; Sr. Jacques Louis Legier, citizen of Paris, trustee and guardian in case pending, and Sr. Nicolas de Lespine, also citizen of Paris, join and authorize MM. Bernoudy, Gauterau and Prevost to proceed in settlement of Bizoton estate. Item. A deposit of 27,000 livres for Charity Hospital at New Orleans shall duly be paid. Filed at New Orleans Nov. 26, 1745.

Sept. 23.

1 p.

Suit on note.

Claim by Dr. Prat of 194 livres, 10 sols against Herbert of Pointe Coupée, due on a note of August 16, 1740. Action allowed.

Sept. 26.

2 pp.

Suit on debt.

Paul Pinel Cloville on behalf of Henry Chasse-riou, by power of attorney dated at La Rochelle on March 29, 1741, and subserving in turn Messrs. François and Joseph Fichon, jewelers, who are creditors of Mr. Ancelain at New Orleans, claims 800 livres from said Mr. A. due on his note of Dec. 7, 1738. Let Mr. A. be cited. Granted: Salmon.

Sept. 26.

2½ pp.

Suit on note.

Claim. Paul Pinel Cloville, attorney for Pierre Bouché Pinard, jewelers, by powers dated at La Rochelle on March 24, 1741, claims 1077 livres of Mr. Ancelain due on his note of Oct. 14, 1739. Action allowed: Salmon.

Sept. 26, 1741. **J. Bancio Piemont** is bearer of two bonds issued by Mr. and Mrs. Mayeaux; one for 20,442

Suit on bonds
furnished
for debt.

livres in favor of shipowner Bourguine, under date of March 29, 1741; the other for 6262 livres in favor of Joseph Pasquier, same date issue. Bonds are payable in drafts on France. Most of goods procured by loans in question, stay at Santo Domingo, leaving Mme. M. at New Orleans, at a loss to meet obligations. Let Madame M. be cited. Action allowed: Salmon.

Appearance and defense. Madame Plassan Mayeux, in answer to this suit of Piémont, as attorney for ship owner Bourguine of La Rochelle, and for brother-in-law Pasquier, admits the bond of 20,400 and some livres. She cannot now furnish 17,400 livres in drafts as demanded nor the sum of 6400 and some livres requested by Mr. Pasquier, but again these obligations are not to be strictly exacted until next year, 1742; meanwhile she has adequate assets in real estate, slaves and goods; she is willing to give mortgage security and even to have the property sold. (Torn.)

Sept. 28.3 pp. **Mr. Gerard Pery**, attorney for Widow Ferchaud and creditors of Ferchaud estate, sues Procureur D'Auseville to render account of said estate. Action granted.

Action to compel
Procurer of
Vacant Estates
to file an account
of the Ferchaud
succession.

Notice to Mr. D'A. on Oct. 2 and again on Oct. 20.

Sept. 30.
3 pp.

Acknowledgment
of debt.

Pierre Ancelain acknowledges the debts in question but objects that it was irregular to show him only collated copies of his notes. In conclusion of his apologies and objections he asks leave to make a temporary deposit until arrival of the first Royal vessel.

Sept. 30, 1741. **Session of Sept. 30th, 1741**, where were MM. de Salmon, First Judge; Descloseaux, Commissioner; Raguet and Prat, Councillors.

Judgments
between
Bourguine,
Mayeux
and others.

1. Between Sr. Piemont acting under procuration of Sr. Policarpe Bourguine, ship chandler of La Rochelle, plaintiff, vs. Dame Mayeux, doing and acting for Sr. Mayeux de Lormaison, her husband, defendant: The Council has seen the obligations and invoices by Sr. Mayeux to Dame Plassan, his

Mayeux vs.
Sr. Piemont.

wife; the case heard, the Council has condemned and does condemn the said Dame Mayeux to pay to said Sr. Piemont the sum of 17,000 livres, 2 sols, and that of 6000 livres and two (sols) to Sr. Bourguine, following her obligations which shall be executed according to their form and tenor.

Sr. Cloville
holding
procurator of
Chasseriau vs.
Sieur Ancelain.

2. Between Sr. Cloville, acting under procurator of Sr. Henry Chasseriau, plaintiff, vs. Sr. Ancelain, defendant: The case heard, the Council has seen copy of note and of judgment rendered by default, in consequence orders the defendant following offers to consign 1800 livres in hands of Sr. Piemont, merchant of New Orleans, with interest to this day and costs.

Descloseaux
retired as
plaintiff vs.
Rasteau.

3. Between Mr. Descloseaux, plaintiff, vs. Sr. Rasteau, associate, defendant: The Council having heard the case has given act to defendant since he offers security, and owns immovables more than sufficient to cover debt when it falls due, which bond shall be received by plaintiff as part of this present. Costs pending.

Descloseaux
retired.
Pierre Boucher
vs. Sr. Ameclain.

4. Sr. Cloville, acting under procurator of Sr. Pierre Boucher, plaintiff, vs. Sr. Ancelain, defendant: Copies of notes of defendant seen by Council, ordering consignment of 1077 livres, to Sr. Piemont, merchant of New Orleans, interest to this day and costs. Salmon, Bobé Descloseaux, Raguet, prat.

Sept. 30. 1 p. His Majesty's Pardon to P. C. is dated Oct. 17, 1740, which is registered by Council. Signed: Salmon, Bobé Descloseaux, Raguet, Prat.

Pardon granted
Pierre V. Clero
charged with
homicide.

Judgment
carrying
judicial approval
of pardon to
Claro.
Translated by
Heloise H.
Cruzat.

No. 893.

Extraordinary session of Sept. 30, 1741, where were present Messrs. de Salmon, First Judge

Seen by the Superior Council of Louisiana the procedure made against one Pierre Clero accused of homicide on the person of Louis Touns and prosecuted on request of the Procureur General of the King. Considering the

Sept., 1741.

brevet of pardon granted by His Majesty to the said Clero, on date of Oct. 17, 1740, the Council judicially approves the said brevet of grace, pardon and remission granted to the said Clero, and to him remitted in the moment, after having been filed in the Registry of the Superior Council to be executed according to its form and tenor. Given in the Council Chamber on Sept. 30th, one thousand seven hundred and forty-one presented by the said Clero, being on the witness stand, together with the conclusions of the Procureur General of the King.

Salmon, Bobé Descloseaux, Raguet, Prat.

Oct. 1.
4 pp.

Note paper.
Letter from
Bernoudy at
Mobile with
reference to
funds in his
charge in Paris.

Council rules
the said moneys
shall be
deposited with
D'Auseville,
Procureur of
Vacant Estates.

Letter signed by Bernoudy, written at Mobile on Oct. 1, 1741, without any given address. It acknowledges receipt of letter in which was inclosed the citation issued on petition of Mr. Prestre, "advocate of the Parliament of Paris," who claims that he or his wife are heirs of deceased Alvin. Writer has many representations to make and does not believe that he can be forced to remit to Mr. Piémont the full returns of this succession of which he is simply the trustee. He thinks that he is entitled to a decree of the Council ordering him to render account to whoever holds procuration of said heirs, so that if other heirs present themselves, they may not have recourse against him. He begs his correspondent to answer citation in his place; the amount is too considerable for him not to seek protection against eventualities. It is just that the pretended heir should inherit what Sr. Alvin owned when he married, which is considerable. He also states that when the Widow Parent married Sr. Alvin there was no inventory made of her property. He has answered Mr. Piémont on this subject, but he cannot answer as fully as he would had not Mr. de Louboey ordered the canoe to start immediately, but takes time to recommend to keep him informed as to Mr. Piémont's answers to his representations.

Signed: Bernoudy.

Nov. 4, 1741. Ruling by Council. Mr. Bernoudy shall turn everything over to Mr. D'Auseville, for further adjudication. Costs reserved.

- Oct. 5, 1741. **Sr. Bernard Alexandre Ville** (should be Viel), surgeon of the King, represents that he leased 15 of his slaves to Mr. Pery with the understanding that de V. should incur no risks but that of natural death. Francois, carpenter, has cut his throat in despair, whether for ill treatment or other causes; anyhow, let Mr. Pery be cited with reference to paying 2500 livres by way of indemnity.
- Suit against lessee to recover value of slave who committed suicide while under lease.
- 2 pp.
- Oct. 9. 1 p. **Pierre Fillart** made a trip to Vera Cruz as sailing Captain for Messrs. Pere and La Bat and is still their creditor for 109½ piastres. Let Mr. P. be cited.
- To recover wages for ship service.
- Oct. 10. Slip. **"I certify that the negress named Genevieve Irisse is not a slave and that she may marry when the Reverend Capuchin fathers approve. Signed: Bienville."**
- Certificate of Bienville and Salmon that G is a free woman.
- "I certify the same liberty: Salmon."**
- Filed as a minute in Recorder's office of the Superior Council, this Oct. 17, 1742. Signed: fleuriau, Henry, Recorder.
- Oct. 12. **Joseph Carriere** sold to late Surgeon Major Herault of La Balize, in last October, a hunting canoe for 45 livres and also lent him 5 pounds of shot and one of powder, making a total of 48½ livres. Let Attorney D'Auseville be cited.
- 2 pp.
- To recover price of hunter's outfit.
- Granted: Salmon.
- Notice acknowledged. D'Auseville.
- Oct. 13. **To Our Lords of the Superior Council of the Province of Louisiana:**
- 2 pp.
- Petition of Jahan, agent of Mrs. Gauvain to recover debt growing out of the annuallment of La Liberté's note.
- Petitions Jahan, charged with affairs of Madame Gauvain, in the absence of Gauvain, her husband, stating that in the account of the succession of deceased Bertrand Jaffre, called La Liberté, first husband of Madam Gauvain, there would have come as share to the said Dame Gauvain a note of one Durantois for 100 quarters of corn appraised at 10 livres the quarter, which amounts to the sum of 1000 livres. As the said note, following declaration of said Durantois and the testimony of several residents who know of it, is found to be null.

Sept., 1741.

That at the same time, there had fallen by division into the hands of Sr. Pery a note for about 400 livres of one Benoist, said Sr. Pery acting for the heirs of deceased La Liberté, which note is likewise void.

This considered, my Lords, may it please you to allow the petitioner, in the name of whom it may concern, to have Pery and Durantois cited before Council at its next session to separate the note of Benoist, of the sum of about 400 livres, from that of Durantois of the sum of 1000 livres and, moreover, to condemn the said Sr. Pery to reimburse the sum remaining over and above the note of said Durantois and will do justice. Jahan.

Oct. 13, 1741. Permit to cite. Salmon.

Notice of
citation.

In the year one thousand seven hundred and forty-one, on the third day of October, by virtue of the above order inserted on petition of Sr. Jahan in his capacity, residing in New Orleans where he has elected his domicile, I, Marin Lenormand, usher and crier of the Superior Council of this Province, served notice of citation on Sr. Gerard Pery at his domicile in this City, speaking to him in person. Ditto for Sr. Durantois at residence of Mr. Avignon, handing notice to his negress servant, etc.

Lenormand.

Oct. 17.
2 pp.

Application to
sell real property
after litigation
over a previous
application has
ended.

Procureur D'Auseville refers to a Court ruling dated Oct. 31, 1739, whereby the late Hubert Haran's house and a half lot were sold to Mr. Prevost as attorney for Mr. Cave (the name is "Caüe"), for 1500 livres. Madame opposed payment (on erroneous grounds) as appears. Let the property be advertised for new sale.

Action allowed and notice given to Caüe on Oct. 17 and again on Nov. 2.

Oct. 17.
2 pp.
Suit by Procurer
of Ferchaud
estate to recover
moneys due the
same.

Claim. Procureur D'Auseville claims 918 livres from Mr. Dubreuil Villars, Senior, due on five notes to credit of Ferchaud estate.

Oct. 17.
2 pp.
Suit on a note.

Claim of 1500 livres by Procureur D'Auseville from Jean Joseph Dauphin, over due on a note.

Oct. 20. Slip. **Undersigned Mathias** estimates the value of the wig which Du Congé brought for repairs, to be 10 livres, the wig being old.
Appraisement of Du Congé's wig.

Oct. 23. **Petition** to Mr. Salmon, Commissioner of the Marine, by Jacques de Meyere, owner of La Chevalliere, for citation of Sieur Du Congé, Captain of said vessel, in order to compel him to hand over his passport to the Registry of the Admiralty of this Province, for insults and threats as per ordinance under heading VIII, Article IV.
Litigation between De Meyere and Du Congé.
This case is the subject of the paper "A Suit in Admiralty," La. Hist. Qy., Vol. 8, p. 5, Jan., 1924.

Notice of citation served on Sr. Du Congé by Sheriff Lenormand.

Oct. 28. Decision between Meyere and Du Congé. Judge Salmon and Procureur General Fleuriau authorize Mr. de Meyere to dismiss Du Congé on paying him 985 livres salary account to date of Oct. 27, 1741, and a further sum of hire and passage to Martinique. Payable at rate current in Martinique. Du C. shall surrender his passport and papers connected with the packet boat. Costs divided. See entry, Nov. 4.

Oct. 23. 1 p. **Claim** of 3816 livres, 7 sols, by Jahan from Sr. Bimont. See decision, Nov. 4.
Suit for real property.

Oct. 24. 6 pp. Copy. **On motion of Procureur General of the King**, proceedings and appraisement are conducted of personal and real estate of late Fleuriais, three leagues below town. Collated March 12, 1766, signed by Garic.
Inventory of estate of Fleuriais.

Oct. 25. **Undersigned Louis Truto and Pierre Jolly** were called by Mr. Robin to estimate the damage wrought by a score of horned cattle in bean field (six acres). Viewers found the crop totally ravaged and eaten and they rate the loss at 20 barrels of beans. Cattle belonged to Madame Maieux.
Report of damages to growing crops by cattle.

Nov. 3. Jean Robin moves for citation of Madame Mayeux to make good the 20 barrels of beans consumed by her cattle.
Petition to recover said losses.

Nov. 4. Madame Mayeux de Lormaison finds it highly impertinent that Mr. Robin
Defendant answers.

Oct., 1741.

should sue for 20 barrels of beans, whereas his cattle were the chief ravagers; nay more, they wasted her entire crop of corn and beans last year, or at least 40 barrels of corn; in other words, mere algebra shows T.'s claim at minus 20 barrels.

Oct. 30.

1 p.

Suit on ancient
debt.

Jean Robin, husband of Marie Rose, daughter of late Nicolas Delso, claims 86 livres, 18 sols, from Messrs. Assailly and Daunoy, successors to LeBlanc land grant. Account at issue dated back to Nov. 2, 1724, during directorship of M. de Fontaine.

Oct. 31.

2 pp.

Letter of Brosset
to Jirard.

Brosset would oppose departure of the boat in question until Jirard draws a note on Messrs. Jermain and Paillar for 350 livres, payable in 30 days and endorsed as representing the amount drawn by Mr. Sever on B. in the name of J. Let J. take the remaining meat.

Subjoined answer by Michel F. Gerald, who objects to the foregoing provisos; all he can do is give B. a note for 350 livres representing goods to be sold on commission.

Nov. 2.

Decision of
Council.

In Suit of De Launay, plaintiff, vs. Augustin Chantalou, acting as executor of Ancelain succession as Attorney of Vacant Estates.

Sr. de Launay claims 2600 livres which the Council decides must be paid by the executor of the estate of said Ancelain, and moreover, 60 livres as the amount of costs.

Given Nov. 2, 1741. In the body of the document the date 1746 is twice repeated as date on which debt was contracted. The heading and the decree of Council bear the date 1741, which is evidently correct, the other probably being 1736.

The decree is signed: Raguet, Nouguez, Lesassier. Document stained and torn.

Nov. 3. 1 p.

Petition for
extension of
time on debt.

Royal Contractor Du Breuil, seeing that for the first time since he came to the Colony, he is cited to pay debts, hopes to be allowed a respite of three months.

Nov. 4. 2 pp. **Bimont** to pay 3816 livres, 8 sols. Notice served
 Copy of decision between Jahan and Bimont. Item. B. shall restore to Jahan the 2¼ lots in dispute.

Nov. 4. **Notice** to Mr. de Meyere by Sheriff Lenormand to pay 1344 livres to Mr. Du Congé or to the sheriff on his account. Mr. de M. refuses and he is warned of legal consequences.
 Demand of sheriff on de Meyere to pay the judgment against him in favor of Du Conge. See entries of Oct 23 and 28, and Nov. 23 and 24.

Nov. 4.
 6 pp.
 Judgments rendered at session of the Superior Council, of Nov. 4, 1741, in the following suits:

No. 897.
 Mr. Prat retired.

1. Between Mr. Prat, plaintiff, vs. Joseph Herbert, defendant; judgment in default against defendant who is sentenced to pay the sum of 194 livres, 2 sols, following his note dated Aug. 16, 1740, and costs.
2. Between Joseph Carriere, plaintiff, vs. Sr. D'Auseville, Attorney of Vacant Property, in charge of succession of deceased Herault, defendant; Sr. D'Auseville ordered to pay plaintiff the sum of 48 livres, 10 sols, following his "affirmation," and costs.
3. Between Sr. D'Auseville, Attorney of Vacant Estates, charged with succession of deceased Ferchaud, plaintiff, vs. Sr. Cau (Caüe), defendant, and moreover, Sr. Du Breuil, who has come into the case; Council condemns Sr. Caüe to pay 1500 livres and costs.

(End of page signed: Salmon.)

4. Between Sr. D'Auseville, plaintiff, vs. Sr. Du Breuil, defendant; Council condemns defendant to pay to plaintiff the sum of 900 livres as per demand, and costs.
5. Between Sr. D'Auseville, plaintiff, vs. Sr. Dauphin, defendant; Council orders plaintiff to pay defendant the sum of 1500 livres as per demand, and to costs.
6. Between Sr. Robin, plaintiff, vs. Sr. Assailly, purchaser of Asfeld Concession, defendant; Considering the settlement of Nov. 2, 1724, Council condemns defendant to pay to plaintiff the sum of 96 livres, 18 sols, in current money at the time of delivery of the bark (écorees, écorsses), and to bear costs.

Nov., 1741.

7. Between Robin, planter, plaintiff, vs. Mme. Mayeux, both plaintiff and defendant and the Sr. Piemont "called into the case for cause"; the case having been heard, considering complaint and defense, the Council has dismissed the parties from Court and ordered each to guard his cattle under penalty of all costs, damage and interest, dating from this day. Costs compensated.
8. Between Sr. Alexandre, plaintiff, vs. Sr. Pery, defendant; Sr. Lesassier acting for Sr. Pery; Council has delayed judgment until Sr. Cendret turns in his report on the wound inflicted on the negro. Costs pending.
9. Between Jacques de Meyere, plaintiff, vs. Sr. D'Auseville, charged with succession of deceased Henaut, defendant; the Council having considered the demand and defense, the certified bill presented amounting to the sum of 261 livres, condemns the defendant to pay what is demanded and to bear costs.
10. Between Sr. Piemont, acting under procuration of Mr. Pretre, advocate, plaintiff, vs. Sr. Bernoudy, charged with succession of deceased Allevin, defendant; the Council having heard testimony of Elizabeth Bonnet, wife of deceased Allevin, the defense of Bernoudy and the conclusions of the Procureur General, orders Bernoudy to remit immediately the funds he holds for succession of said Allevin and issues order to remit titles and papers concerning this succession to Sr. D'Auseville, Attorney of Vacant Estates, to be ordered what is just. Costs pending.
(End of page signed: Salmon.)
11. Between Sr. Gerard Pery, acting under procuration of Widow Ferchaud, plaintiff, vs. Sr. D'Auseville, Attorney of Vacant Estates, charged with succession of deceased Ferchaud; Council having heard both sides, orders Sr. D'Auseville to render account of said succession to Sr. Pery, in 15 days at most, before Mr. Raguét, Councillor, in the presence of the Procureur General of the King. Costs pending.

- Nov., 1741.
12. Between Sr. Pierre Filart, plaintiff, vs. Sr. Pery, defendant; Council has dismissed parties until the arrival of La Bat. Costs pending.
 13. Sr. Jahan, acting for succession of deceased La Liberte, plaintiff, vs. Sr. Pery, testamentary executor of said deceased La Liberte (Jaffre), defendant; the Council, with consent of both parties, orders that the notes of Benoist and Durantois be annulled, wherefore said Sr. Pery, as executor, shall reimburse to the widow of La Liberte her share of the sum of 523 livres. Costs compensated.
(End of page signed: Salmon.)
 14. Between Sr. Jahan, plaintiff, vs. Sr. Bimont, defendant; Council acknowledges account presented as correct and orders defendant to pay plaintiff the sum of 3816 livres, 7 sols, and to bear costs.
 15. Between Sr. Petit, inn-keeper, and other creditors of succession of Charles Cochon, plaintiffs, vs. Henry, acting for succession of said deceased, defendant; considering that the statement presented and accepted shows a sum of 2059 livres, 10 sols due, the said Sr. Henry shall pay the said sum and shall thereby be validly discharged.
 16. Widow of Guillaume Bosquera, plaintiff by petition, for donation carried in marriage contract at Mobile June 20, 1735, and filed for execution in its form and tenor.
(End of page signed: Salmon.)
 17. Between George Auguste de Vanderek and Madam Darensbourg, his wife, plaintiff by petition; considering donation passed before Council last Oct. 29th, order that it be registered to be executed in its form and tenor.
 18. Between Anne Coller, Widow Fleurié, plaintiff by petition; considering donation in contract of marriage of May 14, 1741, order that said donation be registered for execution according to its form and tenor.
Signed: Salmon, lafreniere, fleurial,
fazende, Prat, Raguet.

Nov. 4, 1741. **By Jahan** that Bimont be sentenced to pay him the sum of 3816 livres, 7 sols, according to annexed account, plus costs.
 Petition to recover an open account.

Nov. 4. **Sieur Jahan**, holding procuration of Widow Jafre, now Madame Gauvain, vs. Mr. Pery, executor and Estienne D. Mr. Pery shall refund to Mrs. Gauvain the sum of 523 livres in order to equalize the distribution at issue. Notice served to Mr. P.
 2 pp.
 Decision of Superior Council.

Nov. 4. **Gerard Pery**, attorney for Marie Perault, Widow Ferchaud, vs. Attorney D'Auseville: Mr. D'A. shall render account to Mr. G. P. within a fortnight. Nov. 8. Notice served to Mr. D'A.
 See Dec. 15, 1741. 13815.
 Decision of Superior Council in estate suit.

Nov. 9. **Shipped by La Charente**, Captain de Lilly, to Mr. Ancelain, merchant in Louisiana. Total bills, 642 livres, 6 sols. Nov. 8, 1741. Notice served on Attorney of Vacant Estates.
 1 p.
 Invoice of merchandise.

Nov. 11. **Barthelmy Bimont** remonstrates that an error has crept into Jahan's claim of 3816 livres, 7 sols. Let ruling be revised accordingly. But again this claim should not be paid until J. has fulfilled the lime contract in question, and the lime delivered was so full of shells that it could not be accepted. Let J. be cited. Order filed by Raguet.
 2 pp.
 Petition for new trial.

Nov. 14. Court Order. Sheriff Lenormand notifies François Jahan to receive 498½ livres in Colonial money for 2½ lots which J. ceded to B. Jahan refuses on grounds which he will explain in due season.

Nov. 20. **Pierre Donnandits**, sailor on board the ship Catherine, Captain Moisson, has been left destitute by illness, and requests provisions for board until ship returns. P. Donnandits was a patient in the Hospital until Nov. 15. Let Mr. Voisin, the Captain's agent, be cited in response.
 2 pp.
 Petition by destitute seaman for relief.

Nov. 22. **Petition to Mr. Salmon**, Commissioner of the Marine, First Judge of the Superior Council, by Sr. Claude Trenaunay de Chanfret, for cita-
 To recover money paid in error.

Nov., 1741.

tion of Sr. Le Clerc, called Belhumeur, for recovery of 100 livres overpaid by Madam Ozanne, because she does not know how to read and that in her husband's absence, she took Le Clerc's word.

Le Clerc ordered to appear before Council at its next session at 9 o'clock. Signed: Salmon. Citation served on Le Clerc at his domicile by Sheriff Lenormand.

Nov. 23.

Certificate of
Martinique
currency.

Messrs. Assailly and J. Bancio Piemont submit a brief report on the subdivision and relative values of Martinique money with reference to some adjustment in Mr. de Meyere's account in favor of Du Conge. An actual reduction is found to be in order. Spanish standard dollar is at premium of 33%.

Nov. 24, 1741. Certificate on Spanish Dollar. Undersigned Jahan likewise is fully cognizant that when the simple Spanish dollar circulates in Martinique it passes on the basis of 6 livres and that when of standard weight it is at a premium of 33%.

Nov. 25, 1741. Seconded by Lalanne.

Nov. 24.

Notice to de Meyere to pay at once to the Sheriff or to Du Congé the quantity of 140 piastres, 2 reals. Item: to remit 232 livres on account of a transaction with Mr. Pery. De Meyere refuses and is cited before Salmon.

Nov. 25, 1741. **Session of the Superior Council of Nov. 25, 1741.**

No. 898.
1½ pp.

Judgments rendered between Trenaunay and several others.

Trenaunay vs.
Le Clerc.

1. Between Sr. Trenaunay de Chanfret, plaintiff, vs. Le Clerc, called Belhumeur, defendant: The case heard, after oath by Belhumeur that he received from Mrs. Ozenne only the sum of 122 livres, 14 sols, carried in mandate of Sr. Trenaunay, case was rejected and costs compensated.

Du Conge vs.
de Meyere.

2. Between Sr. Du Conge, plaintiff, vs. Sr. de Meyere, defendant: Considering decree of the 18th and 24th of the present month and certificate of Sieurs Assailly and Piemont, Council has condemned de Meyere to pay plaintiff the sum of 126 piastres for all that is due him, Sr. Du Conge to account to Mr.

Nov., 1741.

Donnand vs.
Moysson and
Voisin.

Pery for the sum of 232 livres, 8 sols, in Colonial money. Costs compensated.

3. Between Sr. Donnand, sailor on the boat the Saint Catherine, plaintiff, vs. Sr. Moysson, proprietor and Sr. Voisin, commissioner, defendants: Case heard, and on declaration that he has funds belonging to Sr. Moysson, Council orders him to pay plaintiff's wages up to date and to keep account of what is due by Sr. Moysson, and costs.

Signed: Salmon, Prat, fleuriau, Bobé Descloseaux.

Document stained, in pale ink, worm eaten, with torn margins.

Nov. 27.
1 p.Report on
defective
chimneys.

Engineer Broutin was requested by Francois Songy, alais La France, to inspect several chimneys where fire had broken out. All three of the chimneys examined and circumstantially described were found to show improper construction. The builder was Jacques Judice. Reference to hall over the cellar.

Nov. 28, 1741. Francois Songy relates his troubles and expenses on account of the defective chimneys in question. Meanwhile the petitioner's goods are insecurely stored in cellar. Action allowed.

Dec. 1.
(13889)
Slip.

Receipt by Credit to Joseph Carriere for medical treatment to Louis Aubert, by Surgeon Cendret; 30 livres.

Dec. 15.
fol. 19.
(13813)
13 pp.

Ferchaud Succession: General statement of returns of Ferchaud Succession presented by Sr. D'Auseville, Attorney of Vacant Estates, to Mr. Pery, who holds procuration of deceased Ferchaud's widow.

p. 13823.

Returns of said succession amount to 34,502 livres, 16 sols, 9 deniers; affirmed and signed on Nov. 24, 1741, at New Orleans. Signed: D'Auseville.

(13811)

Document in good condition, in legible script and pinned to it are the following documents:

Dec. 11, 1741. Reply to Attorney of Vacant Estates by Sr. Gerard Pery, Attorney of Widow Ferchaud, taking exception to the entry of merchandise from deceased Ferchaud's store and to 100 livres charged for copying, etc.

(13810)

Aug. 8th and 12th, 1739. To Pery's demand Descloseaux answers that the King does not own a single plank, which makes it impossible for him to furnish 26 planks claimed. He took some from the levee with Mr. Salmon's approval on condition of notifying Mr. D'Auseville. Signed: Descloseaux.

These planks necessary to the conservation of the King's ship, are paid by the running foot.

(13810)

Franthune de Villers asks for an order to his chief carpenter to take what is necessary for complete repair of the King's ship and what is so taken shall be paid for at current prices.

(13812)

Nov. 20, 1739. Certificate signed by G. Archer of having purchased from Mr. "Donville" 1200 shingles for which he paid cash on delivery at the rate of 15 livres per 100.

p. 13826.
14 pp.

Dec. 28, 1741. General account of Ferchaud succession and returns thereof, remitted to Sr. Pery who holds procuration of Widow Ferchaud. Pery gives full discharge to D'Auseville before notary. Signed: Pery, Chantalou, Henry (paraph), Notary.

Dec. 18.
2 pp.

Petition to Superior Council by Bancio Piemont, acting under procuration of Messrs. Bourguine and Pasquier, merchants of La Rochelle, for execution of decree of the 30th of last September for a sum of 26,704 livres, due by Sr. and Dame Mayeux de Lormaison following their obligations accepted by Srs. Bourguine and Pasquier, which in default of payment stipulated seizure of movables and effects, asking that day and hour of seizure be fixed, so that sale may take place before bar of the Court in customary manner, citation having been issued to Madam Mayeux, that she may plead nullity if there be any. Signed: J. Bancio Piemont.

Granted as petitioned; sale to be made, on the 23d of the present month, the said Dame Mayeux cited to appear on the 20th inst. Signed: Salmon.

Notice served and copy of the foregoing served on Madam Mayeux at her domicile by Sheriff Lenormand.

Dec. 30, 1741. Sale and adjudication of sites and buildings seized following petition of Srs. Bourguine and Pasquier, merchants of La Rochelle, creditors of Mr. and Mrs. Mayeux de Lormaison. The sale having brought less than the value of the house it is to be cried again on Jan. 8, 1742. 8 pp.

Signed: Bobé Descloseaux./. fleuriau Salmon.

Jan. 8, 1742. House and three lots cried anew and adjudicated to Sr. Prevost for the sum of 15,500 livres as the highest and last bidder. Signed: Prevost, J. Bancio Piémont, Mayeux, fleuriau, Salmon.

Jan. 15, 1742. Auction repeated in which Sr. de Pontalba who went higher than Lenormand's bid of 16,000 livres and paid cash.

Signed: pontalba, J. Bancio Piémont, Salmon, fleuriau, Mayeux, Lenormand.

Feb. 28, 1742. Receipt signed by J. Bancio Piémont for all vouchers in the seizure against Madam Mayeux.

Feb. 28, 1742. Receipt tendered to Mr. Henry, Greffier, for payment of 15,679 livres, with that of 321 livres, retained for costs and sale, amounting to 16,000 livres for house and lots. Signed: J. Bancio Piémont.

(To be Continued in April Number.)



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**INDEX TO THE SPANISH JUDICIAL RECORDS
OF LOUISIANA
XX.**

January–December, 1775.

(Continued from October, 1927.)

By LAURA L. PORTEUS

January 16, 1775.

George & Diard vs.

Mr. Moncheveaux

No. 3744. 4 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

To collect notes.

Suit against an absent debtor with embargo. Seizure of funds in the hands of third person.

Plaintiff claims sues defendant on his notes for 250 livres, 17 sols, 9 deniers, and alleges the latter is absent from the city but Francisco Seimars de Bellile has in his possession funds belonging to him. He prays for an embargo and that Bellile be ordered to hold the funds at the disposition of the Court. Unzaga on Odoardo's advice orders Bellile to retain in his possession by way of an embargo 50

pesos, 1 real, which Mr. Moncheveaux owes George & Diard as appears from the notes duly presented. Bellile declares under oath that he will hold at the disposition of this Court what he can belonging to Moncheveaux as husband of the named Francoeur in the inheritance of the wife's deceased mother which remains in his possession. The record ends here.

January 23.

Succession of

Andres Bertaud.

No. 3740. 105 pp.

Cecilio Odoardo acting as Judge.

Escribano, J. B. Garic.

Nicolas Lambert, testamentary executor, presents the will of Andres Bertaud, deceased, said will is dated January 19, 1775, and therein the testator says his name is Andres Bertaud, born in La Brigueire, Bishopric of Saus in Poitou. Province of France and a resident of New Orleans. About

forty six years ago he married Marie Gilote, during their long married life they had fourteen children of whom but three survive, namely Julia Bertaud, wife of Maurice Leveque, Catalina Bertaud, now deceased, who married Enrique Roche and who leaves one son to represent her, Andres Roche and Mathurino Bertaud, absent from the Colony, living at El Guarico, Santo Domingo. He leaves a very small estate consisting of his dwelling house, a slave and some house furnishings. He names his three forced heirs as his universal legatees to share and share alike whatever property he may leave.

On the Court's order the executor names Francisco Bijon as his appraiser for the taking of the inventory. He qualifies. Mauricio Leveque acting for his wife, Julia Bertaud names Francisco Liotau as his appraiser, he too qualifies and they make the inventory in the presence of Cecilio Odoardo, Auditor of War and Lieutenant Governor, the Escribano, Leonardo Mazange attorney for Mauricio Leveque and his wife Julia Bertaud, also attorney for Enrique Roche natural tutor to his son Andres Roche by representation of his deceased mother, Catalina Bertaud, Nicolas Lambert, testamentary executor, Francisco Liotau and Francisco Bijon appraisers. They list and appraise the estate consisting of household effects, silver ware, wearing apparel, papers, etc. Among the latter a certified copy of a marriage contract between Pedro Cougon and Maria Poitevine, dated October 25, 1725, and sundry notes and receipts. The real property measures 60 feet front by 120 deep, the main house is described as 60 feet long by 16 feet wide with back and front galleries 8 feet wide containing a hall, two rooms, two windows, five chimneys. The house is built of brick between beams covered with shingles with doors, closed with a key and iron windows. A kitchen thirty feet long by fifteen wide closed with planks and covered with shingles. There are two other out-buildings sixteen feet long by fourteen wide closed with boards and covered with shingles all valued at 400 pesos. The silver is appraised separately by Pedro Coudrain, silversmith.

Mauricio Leveque then asks to have the inventory approved and the interested parties ordered to abide by it. Nicolas Lambert, testamentary executor, and Mauricio Leveque also ask to have the estate sold, but Henrique Roche, as curator ad lites for his minor son asks to have the house and certain furnishings adjudicated to him at the price of their appraisal and if this should amount to more than his share he will pay the difference to the succession. Mauricio Leveque offers no objection to this adjudication.

The Court appoints Francisco Broutin to represent Mathurin Bertaud who must be notified so that he may accept, take oath and give bond. Broutin qualifies giving Esteban de Quinones as bondsman. After some delay Broutin approves the inventory made and asks that the interested parties be ordered to abide by it and consents to the sale of the estate but not to the adjudication to Roche of the house and furnishings as petitioned for by him at the price of their appraisal.

The Court rules that with the consent of the parties the inventory is approved and condemns them to abide by it. The objections offered by Mathurin Bertaud's defender are not founded. Odoardo orders that the house be adjudicated to Roche at the price of its valuation and that the payment be verified. As Roche did not specify what movables he wished to retain and as the other parties ask to sell at public auction he orders that the

calls be made according to law and he will appoint the day for the sale.

The three calls are made February 23, 26, 29 and the auction is held on March 3, when all movables are offered for sale and adjudicated to the highest bidders. Henry Roche then asks that the guardian of the estate give the account and sworn statement of the property that has been in his charge.

Nicolas Lambert, testamentary executor and guardian of the estate files the vouchers and gives an accounting as follows:

Assets (Cargo)	1172.. 1
Debts (Data)	93.. 5
Balance	1078.. 4
Debts to be collected at maturity.....	250..

The costs of the case are taxed April 8, 1775 at 144 pesos, 3 reales.

Francisco Broutin defender of the absent heir files his reckoning as:

Assets (Cargo)	2005.. 1
Debts (Data)	93.. 6
Balance	1911.. 3
Debts to be collected at maturity.....	250..

Mauricio Leveque files a statement which reads:

Assets (Cargo)	2087.. 6
Debts (Data)	99.. 5
Balance	1988.. 1
Debts to be collected at maturity.....	250..

Enrique Roche contests Lambert's statement and renders his own at:

Assets (Cargo)	2087.. 6
Debts (Data)	105.. 5
Balance	1982.. 1
Debts to be collected at maturity.....	250..

Cecilio Odoardo acting Judge approves the account and sworn statement rendered by the testamentary executor and orders the heirs to abide by it. He orders Pedro de Arragon to tax these last proceedings and draw up the schedule for the partition of the estate among the heirs. Pedro Arragon y Villegas rates these last proceedings at 14 pesos, 5 reales on June 30, 1775. This ends the record. The table for partition does not appear.

February 4.
**Santiago Chapron vs. Julia
 Larche, wife of Nicolas
 Delille Dupard.**

No. 3741. 27 pp.

Court of Lieutenant

Governor Odoardo.

No Assessor.

Escribano, J. B. Garic.

To recover damages
 for concealment of a
 fugitive slave.

Plaintiff alleges that for two years Mrs. Delille Dupard has had in her possession his negress named Madelon, who is a fugitive, who has been working on the Dupard plantation during this time without his knowledge or consent and that the defendant has enjoyed the fruits of his slave's labor. He asks that testimony be received from witnesses he will present and that their depositions be delivered to him to be used for his rights.

Petition granted and Santiago

Porte, Juan Ternoier called San Juan and Francisco Carriere under oath, each in a separate declaration testifies as follows: Porte says that he saw Magdalon, the slave belonging to Santiago Chapron on Mrs. Delille Dupard's plantation during the last twenty months and that she is still there. Once when passing he asked why she was not returned to her master, whereupon Julia Larche Dupard said so many abusive things to him he was obliged to retire. Juan Ternoier called San Juan, major-domo of the Religious of this city said that many times during the last year he has seen the negress named Madelon on Mrs. Delille's plantation. Chapron went one day to capture her and in fact did apprehend her and took her back with him. After that he does not know if she returned to Mrs. Dupard's to stay. Carriere says that about four months ago on two different occasions he saw Mr. Chapron's negress, Madelon, on Mrs. Dupard's plantation.

With this information the plaintiff states that in order to better justify his demands he asks that Juan Baptiste Garic, escribano of this cause certify if it is true that in the books in which he sets down the negroes who are fugitives he will make it evident that his, Chapron's slave is also a fugitive and has been from March 12 of last year and that this certification be delivered to him to be used for his rights. This certification is given by Garic and reads: "Item: from the twelfth of March of one thousand seven hundred and seventy four, a negress, named Magdalon, creole, aged forty five belonging to Santiago Chapron, a fugitive for three months. In testimony whereof thus I certify. New Orleans."

Chapron now states as it appears from the foregoing testimony and certificate the defendant has had in her possession and serving her his negress from the month of December, 1773 up to and all through the month of January, 1775, which makes four hundred and twenty seven days. Whereas the Black Code ordered to be observed by His Excellency Count O'Reilly provides that in such cases, as this the holders of slaves are obliged to

pay two pesos daily for the days work of the negroes, but it is his intention to exact four reales, only. He asks that the defendant be ordered to pay him 213 pesos, 4 reales the full amount for 427 days. Odoardo orders Mrs. Julia Larche Dupard that within three days she must come to an agreement with Santiago Chapron over the money due him for the use of his negress whom she has had.

As the defendant is on her plantation and does not answer the plaintiff asks for a writ of citation including a copy of the foregoing decree. The writ is ordered and issued and Nicolas Fromentin certifies that he served it. The defendant pays no attention to the Court's order and Chapron asks for a writ of execution against any or all of her property to the amount due for the use of his slave. This petition is ordered sent to her. The defendant continues to ignore the suit being prosecuted against her. Finally after many delays with petitions filed and decrees rendered, the plaintiff asks the Court to name a defender to represent Mrs. Dupard. Odoardo appoints Francisco Broutin to this office who is ordered to qualify. This he does and files his answer to the suit by setting forth that it is publicly known that his client is an imbecile and was declared so by the French Council, because of this a curator was named, she is incompetent and incapable to be in a law suit. She does not know what it means to conceal or not to conceal a fugitive slave nor to exact service from one. She lives in the utmost need because of her imbecility and does not understand anything, this Chapron knows having gone to her plantation to take his negress away. He asks that the plaintiff's claim be excluded, the case dismissed and he be ordered to pay costs caused or to be caused.

Mr. Chapron answers that it is a long time since the defendant has had Mr. Dupard as her curator and since then he has turned over to her all of her property which she has administered well and now has a harvest pending and that she is now living without the help of any one. She is a person competent to make contracts and has the privileges of a freewoman and that having it she must be held responsible for damages done to her neighbors. It is true that he did have to go to the plantation to secure his slave but all he now wishes is that Mrs. Dupard be condemned to pay him for his slaves services during the time she held Magdelon. This is sent to the defense and Broutin answers that the negress was on his client's plantation in the house of one called Leveille, a free negro where she made her home with a written permit from her master so as to be cured of an illness by this negro as in fact she was cured and afterwards conducted to her owner, who said she was well and did not need anything more than good regulation to live and not to have to work for some time to come. For this reason he asks that this claim be excluded and the plaintiff ordered to pay costs which he asks to have taxed. These costs are ordered

drawn up by Andres Armesto who qualifies. The record ends here.

February 16.
**Juan Lafitte Cadet vs.
 Francisco Bernudy.**
 No. 3748. 1 p.
 Court of Lieutenant
 Governor Odoardo.
 Escribano, J. B. Garic.
 To collect a debt.

Plaintiff claims a debt of 2400 livres on a note which has matured. He asks to have the debt verified and the defendant's declaration delivered to him. This is ordered done. Owing to Mr. Bernudy's absence the escribano could not deliver the Court's order. The record ends here.

February 25.
**The Creditors of Balentin
 Devins vs. his Estate.**
 No. 3746, from pp. 56 to 115.
 Court of Governor Unzaga.
 Assessor, Cecilio Odoardo.
 Escribano, J. B. Garic.

Concursus of Creditors.

This is a part of another suit in Concursus of Creditors and opens on page 56 with a petition signed Juan Durand speaking for the creditors Maria Devins, widow Bienvenu and Esteban de Vaugine which petition acknowledges receipt of a copy of the proceedings opened in Illinois and says that it is evident from the statement made on page 39 now in the possession of the escribano that 29 packages of deer skins deposited with the General Receiver were sent by the Lieutenant Governor of that Post. It is evident that if they are held they will decrease in value, therefore they ask to have Francisco Liotau appraise them. This he does valuing them at 851 pesos, 4½ reales. The Court then orders the skins sold at public auction. They weigh 2838½ pounds and were adjudicated to Juan Lafitte at 31 sols, 3 deniers a pound. He paid 887 pesos of this sum in cash to Joseph Ducros, General Receiver, to be held at the disposition of the Court.

Other creditors file claims, presenting the original statements. The first to enter suit is Esteban Dalcourt claiming 725 livres due since August 6, 1766. Andres Jung asks for 954 livres on an obligation dated July 28, 1770, his first petition was directed to Pedro Piernas, Lieutenant Governor of Illinois from whom he got a judgment classing him as one of Devins' creditors. Bienvenu claims 2638 livres, 10 sols, Juan Hervouet on behalf of his mother-in-law, Anna Testas now absent, 2940 livres, 7 sols, 6 deniers. Maria Martha Devins widow of the deceased Regidor Antonio Bienvenu having acted as security for her deceased brother, Valentin Devins, Anna Testas, Guy Carlos Aubry, and Anselme Joseph Doutremont with his wife, Catherine Jeanne Aubry of Paris, France, and also Honore Michel Le Gros De La Grand Court, empower Pierre Marie Cabaret Detrepis of New Orleans to act as their agent to collect from Valentin Devins'

estate a debt of 484 pesos, 3½ reales due the late Charles Philippe Aubry, their brother, commander of the Colony of Louisiana. As no further claims are presented, Maria Martha Devins, widow Bienvenu asks to have the costs taxed by Andres Armesto. This is done on March 29, 1776 at 108 pesos, 5½ reales.

Miguel Fortier acting for Juan Durand asks that his client as a privileged creditor be paid the 15,309 livres due him. Esteban de Vaugine, Juan Lafitte, Maria Devins, widow Bienvenu and all other creditors ask to have this cause definitively sentenced. This judgment is rendered by Governor Bernardo de Galvez on February 14, 1778, when he orders the amount produced by the sale of the pelts pro rated, after all expenses are deducted, by Manuel Andres Lopez Armesto. The sale nets 851 pesos, 4½ reales, when all expenses are paid the amount to be divided among the creditors is 667 pesos, 1 real or 3335 livres, 12 sols and is pro rated in this manner:

Mrs. Bienvenu for 11500 livres, 17 sols	receives	1273.. 18.. 6
Mr. Cabaret for 2422 l., 4 s.....	"	268.. 8..
Mr. de Vaugine for 1180 l.....	"	130.. 14.. 5
Dr. Durand for 8247 l., 12 s.....	"	913.. 12..
Mr. Durey for 1129 l., 10 s.....	"	125.. 2.. 3
Esteban Lalande Dalcourt for 725 l.	"	80.. 6.. 1
Andres Jung for 954 l.....	"	105.. 11.. 9
Juan Bienvenu for 3957 l.....	"	437.. 19.. 6

Andres Armesto certifies that this pro rata is faithfully and legally made save for errors of the pen or addition and that it must be returned to him if any should be found. New Orleans, June 10, 1778. The last taxation of April 29, 1778, already deducted amounts to 20 pesos, 6 reales.

March 3.
Luis Veillon vs.
Augustin de Macarty.
No. 3755. 15 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, J. B. Garic.

To collect a debt.

Plaintiff claims 77 pesos, 2 reales, which he asks to have verified by the defendant and Juan Luis Luca Latrouse, when both parties have verified he prays for a writ of execution which is issued and served by deputy sheriff, Nicolas Fromentin who reports to the escribano that he seized a negress, named Feliciana, aged 30 years whom he placed with the General Receiver who signs a receipt for her. However Macarty pays his debt and the plaintiff asks to have the originals returned, the suit dismissed and the costs taxed. Manuel Andres Lopez de Armesto taxes same on August 21, 1775 at 153 reales.

March 9.

**Intestate Succession of
Carlos Joseph De L'hommer,
inventory and valuation of
his Estate.**

No. 3750. 23 pp.

Court of Alcalde de la Chaise.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

Alcalde de la Chaise having been notified that Carlos Joseph de L'Hommer has died on his plantation situated three leagues from the city went there with the escribano to verify the death and to take possession of the keys for the security of his estate as he has left minor children. When they arrive at the plantation Garic certifies to the death and de la Chaise receives the keys from his widow, Laurance Chauvin Delery, two of which are now in the escribano's charge until something is provided.

A search is made for a will but both notaries Almonester and Garic testify that none has been filed with them. The keys are then returned to Mrs. De L'Hommer who is made guardian of the estate. The minors must be notified to name a curator within one day. Joseph Haimer De L'Hommer, Francisco De L'Hommer, Carlota De L'Hommer, and Alexandro De L'Hommer all minors over fourteen appoint Francisco Delery their curator. The Court approves his appointment, he qualifies and gives bond. The curator then asks to make an inventory of the estate left and names Juan B. Desillest as appraiser and asks that the widow name hers. This appointment is approved and Desilets qualifies.

The inventory is made on the plantation in the presence of Alcalde de la Chaise, Juan B. Garic, Francisco Delery, Curator ad lites to the minors, Laurenza Chauvin Delery, the widow and Juan Arnoul, her appraiser. The estate consists in house furnishings, slaves, the plantation and buildings thereon. When the inventory is finished the effects are deposited with the widow to be held at the disposition of the Court.

December 2, 1776, the curator says that nothing has been done in the matter of settling the De L'Hommer succession for more than a year so he asks for a taxation of costs to be paid by the widow. The case has now passed to Alcalde Derneville's Court, he orders a taxation of costs made by Manuel Andres Armesto. This is done October 29, 1777, at 105 pesos, 1/2 real.

March 11.

**Juan Lacou Dubourg vs.
Bernardo Bernudy.**

No. 3749. 7 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, J. B. Garic.

To collect a debt.

Plaintiff presents original note for 3240 livres, dated April 4, 1774, and claims 648 pesos (at 5 livres to the peso) which he asks to have verified, and as the defendant lives in Gentilly he asks for a writ of citation. The defendant refuses to verify or acknowledge the note. Mr. Dubourg then asks to have

The defendant refuses to verify the same and dodges the Sheriff who is sent to bring him to court.

deputy sheriff conduct him to the Escribano's office and to hold him there until he verifies the note and in case he should refuse a second

time he then prays Governor Unzaga to order what may be in accordance to justice. Petition granted.

Nicolas Fromentin reports that he went to Bernardo Bernudy's house at Gentilly two leagues from the city, he notified him of the foregoing decree and at the moment he told him that he must settle his affairs he took a horse upon which he mounted and disappeared before the deputy could prevent him.

The plaintiff then asks that his refusal to acknowledge the debt be considered a confession of it and that a writ of execution be issued in his favor for the full amount of the debt. The Court rules that if the defendant does not appear within one day let the doors of his house be closed and sealed in the customary way by virtue of this decree. Note: this last judgment is unsigned and is followed by an unfinished table of costs, which leaves the record unfinished. Bound with it apparently by accident is a folio of 1771 and is as follows:

March 23, 1771.
Juan Durel vs.
Monbrun Carriere.
No. No. 6 pp.
Court of Governor
Unzaga.
Assessor,
Cecilio Odoardo.
Escribano,
Juan B. Garic.

To collect a debt.

Luis Durel claims that Monbrun Carriere owes him 616 livres, 3 sols, 4 deniers and asks for a verification of the note that he presents. Mr. Carriere says the signature and note are his but that the money has been paid as he can prove by the receipt he holds. Mr. Durel asks to have the costs taxed. This is done by Garic on May 22, 1771 at 3 pesos, 6 reales.

March 14, 1775.

Maria Bachemin, Pedro and
Juan Bautista Darby peti-
tion for permission to sell a
plantation.
No. 3739. 9 pp.
Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, J. B. Garic.

The record opens with two baptismal certificates, the first dated April 5, 1749, giving the birth and baptism of Jean Bautiste son of Jonathas Darby, Church warden of this Parish and Marie Corbin, born March 25, 1749. The godparents were Jean Baptiste Bancio Piemont and Helene Barbin. Signed by Father Maximin, Capuchin Priest. The second dated

August 14, 1748, records the birth of Pierre Jonatas son of Jonatas Dalby (Darby) and Marie Corbin privately baptized at the house on the 4th of February, born the day before. The god-

parents were Pierre Voisin and Marie Bachemin, widow. Signed Father Charles, Capuchin.

Having presented these two certificates as proof of the ages of the two petitioners, Marie Bachemin, widow of Jonatas Darby, Pedro and Juan Bautiste Darby, both over twenty five set forth that they have a plantation situated on this side of the lower river adjoined on one side by Augustin Macarty and on the other by the nuns besides two pieces of real property in this city on Royal Street adjoined on one side by Andres Almonester and on the other by the main water pipe of the city.

These real properties are of no profit to them because of the surroundings, the repairs needed and the negroes that are necessary to take care of them. These conditions cause them considerable loss. The said properties are undivided and are owned among themselves and a minor brother Luis Danican Darby. They ask that witnesses be called to give testimony to the effect that it is more favorable to the interest of the minor to sell and if their testimony conforms they ask to have the pieces of property sold at public auction.

Raymundo Du Breuil, Luis Dessalles and Julian Le Sassier each in a separate declaration testify that it is to the best interest of the Darby minor to sell as so much repair is necessary, besides they have another plantation that they occupy. The Court concedes the petitioners permission to sell but as they have not stipulated the conditions of the sale they are ordered that as soon as the sale is verified the Court be instructed of the existence of the part that belongs to the minor.

The interested parties ask to have this real property they wish to sell appraised and name Francisco Liotau for that purpose. His appointment is approved and he qualifies. The three calls are made, April 5, 14 and 23. Mrs. Dalby (Darby and her step-sons or brothers-in-law) and her co-petitioners ask to have the date of the auction sale named. This petition ends the record.

April 7.

Pedro Deverges petitions the Court to deliver to the Carlier children their share of a legacy from the estate of Juana Kerrole Populus. No. 3743. 8 pp.

Courts of Alcaldes de la Chaise and Livaudais. Assessor, Cecilio Odoardo. Escribano, Juan B. Garic.

Populus, her widower, and that she be paid this sum in preference to the others.

Maria Josepha Pupar, widow of Alexo Carlier through her agent Pedro Deverges presents a certified copy of a procuration empowering him to act and sets forth that by a clause in the will of Juana Kerroulet (Mrs. Populus) the plaintiff's children were left a legacy of 300 pesos which has never been paid to them. She asks to be numbered among the creditors in the Concursus vs. Luis

This petition is sent back to Pedro Deverges to be remodeled, appearing in a new form he states that Juana Kerouret Populus made a legacy of 300 pesos in favor of his nephews (and nieces) and he is their only relative in the city having married their aunt (Catalina Poupar). He asks to have witnesses called to testify to the absence of the Carlier minors and of his relationship to them and if their testimony conforms to what he has stated he prays the guardian of the testator's estate be ordered to pay the legacy. Petition granted.

Santiago Livaudais, Guido Dufossat and Joseph Duplessis each in a separate declaration states that Pedro de Verges is an uncle by marriage of the Carlier minors absent from the colony and that they have no other relatives in the city. April 15, 1776, Alcalde Livaudais on Odoardo's advice rules: On the merits of the information received he orders the guardian of Juana Kerolay's estate to pay Pedro Deverges the 300 pesos willed to the Carlier minors but before so doing, the costs of this proceeding must be taxed by Andres Armesto and paid by the legatees. The record ends here.

April 25.

**Santiago Lorrains, called
Tarascon vs. Santiago
Philip Jacquelin Durey.**
No. 3747. 5 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.
To collect a debt.

Defendant offers security therefor
and the court condemns plaintiff
to accept the offer.

offered to pay in this manner: 4738 livres in cash and 4670 livres remaining he proposes to retain under Santiago Beauregard's bond. He asks the Court to revoke its decree and order the plaintiff to comply with his request.

This is sent to the plaintiff who asks for a writ of execution against any or all of Jacquelin's property particularly the deer skins that he sold him that are now in Luis Ranson's boat and that sufficient property be seized up to the full amount of the debt, namely 3207 pesos, 5 reales, its one-tenth and costs. Unzaga on Odoardo's advice rules: In the plea put before the Court by Santiago Jacqueline to give bond for the remainder of his debt. Do not seize his property since he has agreed to exhibit the money in part payment on his note and to give bond for the rest. The decree of page 2 (forbidding him to leave the city) is revoked. The record ends here.

Plaintiff claims a debt of 3207 pesos, 5 reales on a note and asks that this be verified and the debtor not permitted to absent himself until the debt is paid. Petition granted. Jacqueline in a declaration verifies the notes but says he has already paid something on account as will appear from the notes and receipts that his opponent holds. He further states in a petition that by payment on account he has reduced his debt to 9448 livres which he

May 23.

**Juan Bautista Nicolas,
Curator ad lites for the
minors Adam Blondin vs.
Luisa Darensbourg, widow
of Boisclair.**

No. 3751. 7 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

To foreclose a mortgage.

and all of Mrs. Boisclair's property particularly the plantation mentioned in this act, sufficient to cover the debt its one tenth and cost. The Court orders the writ of execution issued. This ends the record.

Juan B. Nicolas, in his capacity as curator, presents a certified copy of an act of mortgage and claims that Luisa Darensbourg, widow of Nicolas Chauvin Boisclair owes the Adam minors 2808 livres, 12 sols, 6 deniers or 561 pesos, 5½ reales and that the time mentioned in the document has expired. He has tried on many occasions to collect without success, he therefore asks for a writ of execution against any

July 5.

**Francisco Broutin vs.
Philip Delissart Jouannis.**

No. 3738. 5 pp.

Court of Governor Unzaga.
Assessor Juan B. Garic.

To collect a debt.

his signature at the end of the note and to state if he owes the amount specified.

Plaintiff presents an original note (not in the folio) and says Dellissart Jouannis owes him 160 pesos, 2 reales thereon. He asks that Olivero Pollock swear and declare if it is true that he has transferred this note in favor of Leonardo Mazange that is to Broutin's order and to ask Jouannis to verify

Jouannis declares under oath that the signature and note are his, but that he does not owe the full amount demanded as he has already paid a part of it on account and now owes 80 pesos, 4 reales. The various amounts that he has paid appear in the receipts on the back of the note and those he has in his possession, for merchandise delivered to Oliver Pollock for which he has his acknowledgement. Pollock should not and could not transfer his note to another.

Oliver Pollock declares, upon being shown the note, that it is the same that he has ceded and transferred to Leonardo Mazange. The latter in turn acknowledges that the note is the same that he has transferred to Francisco Broutin in the name of Nicolas Lamothe as his agent and without recourse against him (Mazange) as it is not his transaction as it appears by the transfer written on the back of the note. Broutin then claims since Jouannis has acknowledged that he owes 80 pesos and ½ he asks for a writ of execution for this amount. This is sent to the defendant and the record ends here.

July 11.

**Alexandre Baure vs.
Vincente Fangui.**

No. 7. 109 pp.

Court of Governor Unzaga.
Assessor, Cecilio Odoardo.
Escribano, Andres Almon-
ester.

After a long litigation the parties declare that for the service of God and to escape further costs they desire to drop the suit and it is so ordered.

Plaintiff claims defendant owes him 260 pesos. The defendant acknowledges his signature but says he owes nothing having paid his account. Baure maintains that the debt has not been paid, Fangui contends it has and appoints Francisco Broutin as his attorney to defend him, and asks that the suit be excluded.

As the two litigants do not agree the case goes on trial. The defendant asks to have the case settled by arbitration and names Santiago Toutant Beauregard as

his arbitrator and asks that Baure be ordered to name his. This is sent to plaintiff who objects to arbitration. The Court rules that since the interested parties are not in conformity to compromise their suit let the case proceed.

The case then goes on trial and in due time both sides ask for a publication of the proofs. The first to be presented are those of Alexandro Baure against Vincent Fangui. Most of his witnesses who testify live in the country posts so writs of despatch have to be issued and sent to the Commanders of the Posts, including the petitions, interrogatorios and Court's rulings on these said petitions. The testimony of the witnesses when taken is returned to New Orleans and filed with the proof.

Then Vincente Fangui presents his proofs against Alexandro Baure and finally after a long drawn out legal battle, covering 218 pages of closely written matter, on March 24, 1776 the two litigants declare for the Service of God and to avoid costs they wish to drop the suit and ask to have the costs taxed by Andres Armesto, these costs to be paid by both parties according to agreement and the documents presented to each party returned to the rightful owner.

Unzaga on Odoardo's advice rules that with the consent of both parties this suit is dismissed. Let the documents be returned to their owners and costs taxed by Andres Armesto who must first qualify. Fangui or Fanguy receipts for his documents. Armesto qualifies and taxes the costs at 131 pesos, 1¼ reales on March 27, 1776.

August 31.

Francisco and Luis Blondin ask for Emancipation.

No. 3737. 6 pp.

Court of Governor Unzaga.

No Assessor.

Escribano, J. B. Garic.

The two petitioners present their baptismal certificates, the first to the effect that on February 16, 1753, Francois son of Nicolas Adam and Marie Marguerite Roy was baptised by Father George Apostolic Missionary, the godparents were Francois Jourdain

and Claudine Grison or Girson, wife of Antoine Doned. The second, dated April 6, 1754, which states that Luis, son of Nicolas Adam and Marguerite Roy was baptized by Father Dagobert. The godparents were Jean Baptiste Adam and Jeanne Adam, brother and sister of the baptized.

Francisco and Luis Adam Blondin then set forth that it will appear from the above certificates the former is twenty two, the latter twenty one. Something has come to them from their parents succession, 100 pesos for each, and though very little, it will not produce any revenue. They are much in need and would like to have what is coming to them, turned over to them. They ask to have witnesses called to testify that they are capable of governing and administering their own affairs. Petition granted.

Claude Lacoste, Achielle Courcelle and Jean Bautiste Maroteau each in a separate declaration state that Francisco and Luis Adam Blondin are bachelors of good life and conduct and are capable of managing their own affairs although not of an age required by law. The sum they will receive from their parent's succession is so small that the interest on it would amount to practically nothing.

Unzaga rules on the merits that it result from the foregoing testimony he must and does qualify Francis and Luis Adam to receive their legitimate patrimony and to administer it as suitable, to treat and to contract upon it with the rest of the property they may acquire. They may draw up receipts and written documents as if they were of age, twenty five.

Let the costs be taxed by Armesto who must first qualify. Costs to be paid by both interested parties. The record ends here.

September 18.

Maria Martha Devins vs. Santiago Lamothe.

No. 3745. 7 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, Juan B. Garic.

Maria Martha Devins, widow of Antoinio Bienvenu claims a debt of 240 pesos for the payment of which he has transferred to her Mr. Chalon's note for the same amount. She presents Mr. Lamothe's letter relative to the transaction and asks to have him verify his signature and acknowledge the transfer. Santiago La-

To collect a debt.

mothe under oath declares that the signature to the letter is his, but that Joseph Chalon's note belongs to him as he has never transferred it to Mrs. Bienvenu and that he does not owe her anything. The plaintiff then asks for a writ of execution. Her petition is ordered sent to her opponent. He is absent from the city so she asks for a writ of citation. Petition granted. The record ends here.

October 2.

Extrajudicial sale of the property left at the death of Thomas de Trente.

No. 3754. 9 pp.

No official signing.

The record consists of a copy of an inventory and adjudication made of the deceased Thomas de Trente's estate of household effects, wearing apparel, slaves executed in the presence of Bartolomeo Macnemara, testamentary

executor, and the necessary officials. A marginal note states:

Movables	463 pesos	4 reales
Slaves	1486 pesos	
<hr/>		
Total	1949 pesos	4 reales

There is also a house listed which is offered for sale at auction and written and signed bids admitted. Rene Beluche bids 260 pesos cash. Guillermo Guignon offers 272 pesos cash, Pierre Deverges bids 400 pesos for a slave Thelemaque, aged 30, 265 for Genoveva aged 18, Jacques Rixner offers 154 pesos for Mariana aged 9, Guillermo Guignan offers 244 pesos for Mariana aged 15, Jacques Rixner 151 for Catalina aged 20, Macnemara states there was nothing further to sell so they concluded the proceedings. The sale brought 1946 pesos, 6 reales which was turned over to Macnemara except 96 pesos, 2½ reales to pay costs. Macnemara acknowledges to have received this money and draws up a formal receipt for it on October 24, 1775. (Signed) B. Macnemara. The record ends here and is an unusual proceeding.

November 8.

Succession of Madame, Widow Piquery, amicable partition of her estate among the co-heirs in accordance with the terms of decedent's will.

No. 3753. 16 pp.

Court of Governor Unzaga.

Assessor, Cecilio Odoardo.

Escribano, J. B. Garic.

Nicolas Delassis, testamentary executor and heir of the late Juana Piquery, Renato Brion, likewise an executor and heir through his wife, Maria Anna Piquery, Antonio Joseph Piquery, Nicolas Piquery, Robert Valentin Avart and Mrs. Luis Paule Le Blanc through representation of Maria Joseph Avart, children of Juana Piquery, deceased and Mr. Avart all heirs, children and grandchildren of Juana Piquery, (Juana

Fadet, widow of Pedro Piquery) join in presenting a certified copy of the will of Mrs. Piquery and also a partition of the estate and say that as all the heirs are of age and in order to serve God they have made the above partition of the property left by their mother according to her will so as to avoid costs and expenses. They ask to have this partition confirmed and to order that it have the force of a sentence consented to and passed in the authority of a cause adjudged, interposing its judicial decree and condemn each one of them to abide by the partition.

Unzaga on Odoardo's advice rules: With the consent of the parties he approves the inventory and partition made on October 2nd., just past and in consequence he interposed and did interpose his authority and judicial decree. They must pay their legitimate fees when the costs are taxed by Andres Armesto.

The first documents presented are worthy of note. The will dated June 28, 1775 is the second entry wherein the testatrix states that her name is Juana Fadet, she was born in San Pedro Buquenay, Diocese of Nantes, France, resident of this city, widow of Pedro Piquery. Besides her forced bequests to the Church and Charity Hospital she leaves to her sister Maria Fadet, wife of Pedro Bautrut resident of the Province of Brittany and her sons and daughters if any 600 pesos to buy a farm with. In case Maria Fadet should have no children the farm bought with this legacy must be returned to the testatrix' heirs.

She says she has been Mr. Piquery's widow for twenty five years and the children of this marriage now living are Mariana, wife of Renato Brion, Antonio Joseph Piquery, Maria Perrina wife of Francisco de la Size, Nicolas Piquery and two grand children. Roberto Valentin Avart and Marie Juana Avart, wife of Luis Paule Le Blanc, children of the deceased Roberto Avart and his late wife Juana Piquery, another daughter all her heirs and more than twenty five years of age. She then goes into detail as to just what each one of her children has already received and what will be the share of each at the partition. She gives her freedom to Maria Juana, a mulattress, aged about thirty years, in appreciation of her good services. She appoints her two sons-in-law Renato Brion and Francisco Lassize as testamentary executors.

October 2, 1775, the schedule for partition is written in French and shows the division of the estate into five parts and exactly what each heir will receive of silver ware, other furnishings, utensils, slaves, houses, and lands etc.

By this unusual manner the testatrix settled her succession with a great saving of costs. The proceedings are taxed by Andres Armesto at 11 pesos, 1 $\frac{3}{4}$ reales.

November 8.

Succession of Francisco Corvin or Corbin. Inventory and valuation of his estate.

Courts of Governors Unzaga and Miro acting ad interim, and Alcaldes Piernas, Dufossat and Forstall.

Assessors, Cecilio Odoardo and Juan D. del Postigo.

Escribanos, Juan B. Garic,

Leonardo Mazange,

Fernando Rodriguez,

Pedro Pedesclaux.

Note: This succession is opened November 8, 1775 and closed July 4, 1791.

The usual preliminaries are observed, namely the official announcement of the death, Mr. Corvin, leaving minor heirs. The certification of the death. The reception of the keys from the widow, Maria Modesta Barbin. The search for a will which neither escribano finds in his archives and the decision of the Court that no will having been found it must be concluded that the deceased died intestate.

The keys are returned to the widow, Francisco Broutin is appointed curator to the minors by the Court. He accepts, takes oath and gives bond, giving as his

security Fernando Rodriguez, who likewise qualifies.

This Court routine having been disposed of Francisco Broutin as Curator ad lites of the Corbin minors asks to have an inventory and valuation made of Francisco Corvin's estate naming Francisco Liotau as appraiser for his part and asks that Maria Modesta Barbin, (Mrs. Corbin) be notified to do likewise. Francisco Liotau is appointed and qualifies. Mrs. Corbin names Louis Alexandre Guerbois as her appraiser, he also accepts and qualifies.

The interested parties left the city at nine o'clock in the morning to go to the plantation to inventory the property there. This plantation is situated four leagues from the city, lower river. In order to reach the plantation they embarked in a pirogue and arrived there at five o'clock in the evening. There were present Cecilio Odoardo, Lieutenant Governor and Auditor of War commissioned by Governor General Unzaga to this effect, with the escribano of the cause, Leonardo Mazange, Mrs. Corbin's attorney, Francisco Broutin, the minors' curator together with Francisco Liotau and Alexandre Guerbois, the appraisers named. The inventory and valuation of all effects found in the country composes household furnishings, provisions, farm implements, live stock, negroes, buildings, lands, and debts that the estate owes.

When the inventory is concluded all effects enumerated therein are deposited with the widow who is made guardian of the estate and who obligates herself to hold them at the disposition of the Court. The parties engaged in making this inventory left the country at 9 o'clock in the morning and returned to the city in a pirogue at 6 in the evening. Mrs. Corbin then asks to have the costs taxed which is done by Manuel Andres Lopez Armesto at 103 pesos, 6½ reales, on March 29, 1776.

The case is resumed in the same folio under Pedro Piernas with Leonardo Mazange as escribano on July 15, 1780, when Francisco Broutin as curator to the Corvin minors petitions for a writ of citation summoning Mrs. Corvin to come to the city to make a declaration as she was ordered to do to testify if she knows of any other property other than what was inventoried and if there are any papers belonging to the succession. Marie Modeste Barbin who has now become the wife of Vincent Le Sassier declares under oath that she has no knowledge of any other property belonging to her first husband other than what was inventoried.

She presents a certified copy of a notarial act by her present husband and herself appointing Rafael Perdomo her attorney and through him a copy of her marriage contract with Mr. Corbin dated May 2, 1767. This recites that Francois Corbin, resident of this Colony, native of St. Servant, Bishopric of St. Malo, legitimate son of the late Jean Batiste Corbin, Captain in the Navy and of the deceased Marie Julie Hardy contracted marriage with Marie Modeste Barbin minor daughter of the deceased Nicolas Godefroy Barbin, (while living, Attorney for vacant estates) and Helene Voisin, a native of this city. The bride acting and stipulating under the authorization of Pierre Voisin, former Major of Militia, her grandfather and tutor.

The sponsors for the groom were Pierre Corbin Latouche and Jacob Corbin Bachemin his brothers, Messrs. Louis Pierre Dessalles, Officer of Infantry, Pierre Jonathas, Jean Baptiste D'Arby. Mrs. Jeanne Corbin, widow of the deceased Mr. Raguét, when living a member of the Superior Council of this Province, Miss Anne Corbin and Mrs. Jeanne Marie Corbin, widow of the deceased Mr. Darby, while living, Captain Aide-Major of Militia, his sisters, and Mrs. Marie Raguét, wife of Mr. Dessalles and Mrs. Jeanne Darby, wife of Mr. De la Villebeuvre, Officer of Infantry.

The sponsors for the future bride were Mr. Voisin, her grandfather and tutor, Messrs. Jacques and Pierre Voisin, her uncles, Mr. De Launay, cousin by alliance of the bride, Mrs. Marie Louise Voisin, widow of the late Mr. Guinault, her aunt, Misses Pelagie, and Jeanne Modeste Barbin her sisters, Mrs. Francoise Voisin, wife of Mr. De Villiers, Captain of Infantry, Mrs. Helene Voisin her aunt and Marie Voisin and Jeanne Voisin also aunts. The marriage contract regulates the right of the spouses according to the Custom of Paris.

October 20, 1784, Mr. and Mrs. Vincent Lesassier, the latter formerly Mrs. Corbin, appoint Pedro Bertoniére, attorney by notarial act to continue this cause which now passes to the Court of Alcaldes, Francisco Maria de Reggio. Mr. Lesassier acting for his wife asks to have a new curator appointed for his stepsons, the Corbin minors whose late curator has renounced his office in favor of Antonio Mendez. They are willing to accept

him as such and ask to have the records delivered to him so as to establish the Lesassier's rights in the Corbin succession. Antonio Mendez accepts and qualifies with Manuel Monroy as his bondsman and is confirmed in the appointment of curatorship.

Thereupon Vincent Lesassier acting for his wife petitions that in order to be able to conclude this affair let it be made evident what part of the estate belongs to the minors and when this is done may it please Alcalde de Reggio to adjudicate to him all the property inventoried at the price of its valuation so as to avoid the increased expenses of the proceedings to sell same and thus prevent further prejudices to the minors. Antonio Mendez, the curator, says he offers no objections to the above request provided Mr. Lesassier gives bond for the share that belongs to the minors. Vincent Lesassier gives Julian Lesassier as his bondsman, who qualifies. The former then asks for a taxation of costs so that he may give the account and sworn statement of the Corbin estate. This taxation, the second, so far in the record is made by Luis Liotau at 41 pesos, 3 reales, April 23, 1785.

The case now passes to Alcalde Forstall's Court with Rodriguez as Escribano, where Mr. Lesassier promptly pays the costs and presents the receipt for same as the one and only voucher, he then proceeds to give the account and sworn statement, the result is as follows:

RESUMEN

Assets (Cargo)	1974 pesos 4 reales
Debts (Data)	143 pesos 3 reales
	<hr/>
	1831 pesos 1 real

Antonio Mendez also presents an account and sworn statement and arrives at the same result as the above. Forstall upon Postigo's advice approves the account and sworn statement produced by Mr. Lessassier, confirmed by Mr. Mendez and rules that the parties must abide by it.

Bond having been given and accepted, Forstall on Postigo's advice orders the estate as inventoried adjudicated to Mrs. Modesta Barbin, widow Corbin now Mrs. Vincent Le Sassier at the price of its valuation.

The next entry June 30, 1789 is in Governor Miro's Court, Pedro Pedesclaux Escribano, where Santiago Corvin (Corbin) less than twenty-five years of age presents himself through his attorney and accompanied by his tutor, Luis Dalican who signs himself, Louis Darby, stating that it is convenient to his right that they deliver to him the records of the inventory and valuation made of his father's estate at the time of his death. This inventory is ordered delivered to him. He opposes this adjudication and asks for a partition by the Contador Judicial. This request

is ordered sent to the minor's mother. Vincent Le Sassier acting for her consents to the partition which is ordered made on a ruling by Miro on Postigo's advice. But before proceeding to this partition there is a third taxation of costs made by Luis Liotau on February 28, 1789 at 17 pesos, 2 reales with an additional 240 reales which brings the costs up to 30 pesos.

Mrs. Le Sassier then presents two certificates, namely, first a burial one dated October 15, 1776, to the effect that on that day Fra. Cirilo de Barcelona buried in the cemetery of the Church of St. Luis, the body of Maria Josefa Corbain, aged three and a half years, legitimate daughter of Francisco Corbain and Maria Modesta Barbain. The second is the baptismal certificate of the same child dated October 1, 1763. Upon the strength of these certificates the mother asks for her dead child's share of her late husband's estate in the partition to be made. This petition is granted and Luis Liotau proceeds to make the partition.

Vincent Le Sassier speaking for his wife says that as the schedule for partition has been made and considering that his step-son, Santiago Francisco Corbin has been annoying him for a long time for his share of the estate he asks for a writ of citation summoning him to come to the escribano's office and also to notify him that he must either name a curator or else be emancipated then he will promptly deliver to him his share. The writ is issued. A marginal note signed Pedesclaux states that Francisco Corvin presented himself in his office and he delivered the writ to him in person.

Luis Liotau asks to have Esteban de Quiñones appraise his labor to make the partition at its real worth. Petition granted and on February 23, 1790, Esteban de Quiñones appraises this work at 120 reales.

Pedro Pedesclaux then asks for a taxation of the last costs as the proceedings brought about by the death of Francisco Corbin have been concluded. This taxation, the fourth, is dated February 26, 1790, and is made by Luis Liotau at 25 pesos 5½ reales.

October 25, 1790, Vincente Joseph Le Sassier asks to have the records of the settlement of the Corvin succession delivered to him. Petition granted. On February 10, 1791, Miro on Serrano's advice rules that the costs of the case have never been paid and unless the testamentary executor does so within three days one of the negroes will be seized and placed with the General Receiver, appraised by experts and sold at public auction to satisfy costs.

Then Luis Liotau petitions to be paid for his labors in making the division and partition of the estate. Petition granted.

Thus ends the settlement of a succession unique in Spanish annals for waste and costs, where litigation was always costly at best, though not necessarily so, as may be noted from the Piquery case above which was inventoried, appraised and settled by will

all for 11 pesos, $1\frac{3}{4}$ reales. Santiago Livaudais and Carlos Onorato Olivier, April 25, 1776, both settle their estates entirely by will, the only costs being for the certified copy of the notarial act. L. L. P.

December 11.
**Francisco Brossard, called
Beausoleil vs. Vincente
Fanguy and Francisco
Moller.**

No. 3736. 3 pp.
Court of Governor Unzaga.
No. Assessor.
Escribano, J. B. Garic.

Plaintiff claims that Messrs. Moler and Fanguy jointly owe him a note of 107 pesos and as the former is absent he asks that the latter identify the said note. Petition granted. This ends the suit except for a receipt for the return of the note signed F. Moller, dated December 16, 1775.

To collect a note.

December 15.
**The minors Alfonso, Joseph
and Noel Perret ask for
emancipation and the deliv-
ery to them of their
property.**

No. 3752. 7 pp.
Court of Alcalde de la
Chaise.
Assessor, Cecilio Odoardo.
Escribano, Juan B. Garic.

The record opens with two baptismal certificates signed by Father Prosper, namely, one dated November 6, 1757 to the effect that Alphonse Perret was baptized who was born October 20, of the same year, son of Alphonse Perret and Marie Anne Pregeaul. The godparents were Jean Pregeaul and Marie Morel, the child's grandparents. The second certificate is dated February 11, 1756, when there was baptized Jean Noel, born

December 23, 1755, son of Alphonse Perret and Marie Anne Pregeaul the godparents were Jean Perret, the grandfather and Marie Francoise Pregeaul an aunt. The three Perret brothers, Noel, Alfonso and Joseph present the foregoing baptismal certificates to prove that they are of the age necessary to administer their own property. They offer to present witnesses who will testify to their ability to do so. They pray that the order be given to receive this testimony. Petition granted. Nicolas Delassize, Francisco Moller and Francois Bossie each in a separate declaration say that they know the three young men very well and up to now they have lived very good lives and are capable to administer their own property. Upon the result of this information received, Alcalde de la Chaise on Odoardo's advice orders the act of emancipation drawn up for the petitioners and their property delivered to them for their administration. The costs to be taxed by Pedro de Arragon y Villegar, who qualifies. The record ends without a taxation.

(To be Continued)

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